

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street**

5:30 PM

Regular Meeting AGENDA

Tuesday, May 17, 2016

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

3. CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

a. Communications Center software and equipment purchase

The Communications Center is utilizing contingency funding through the user's group to enhance its level of service through increased training. The expenditures were discussed with the user group and received unanimous consensus. Written approval to use excess contingency funds was given by the head of each agency via email. **Staff recommends approving the expenditures for APCO training, Priority Dispatch Training & Software, DSS & BOLO, and 4-24" monitors in the amount of \$99,183.**

b. Request for Contingency Funds Transfer to Cover FEMA Grant

The Fire Department was awarded the Assistance to Firefighters Grants through FEMA in the amount of \$286,044 on August 1, 2014. In planning for that award, an appropriation of \$90,967 was included in the FY15 Adopted Budget. Of that appropriation, \$28,604 was the City's local match and the rest was to cover the cost of additional materials and equipment that would be needed to operate the apparatus.

Purchases were made in both FY15 and FY16, but the appropriation for additional equipment was not carried over into the FY16 Adopted Budget leaving the grant currently at a deficit. The reasoning behind this is unknown as both the Fire and

Finance Departments have new staff overseeing grant funding and expenditures. Based on all purchases for this grant during FY15 and FY16, the City may be required to match up to \$87,809.81 but has only appropriated \$54,898.29. Additional funding may be available as part of the Assistance to Firefighters Grant in the amount of \$20,795.54, however, the availability of the additional funding will not be known until the closeout of the grant. **Staff recommends the approval of up to \$32,911.52 from the General Fund contingency reserve in order to close out this grant and conclude this process.**

c. Bomb Squad Equipment Donation

The Kingman Police Department is an active member of the Defense Logistics Agency and Defense Realization and Marketing Office (DMRO) program. The program provides equipment to law enforcement agencies for reutilization. The department recently acquired a "hook and Line" kit that enables the Bomb Squad Technicians to handle suspicious packages from a safe distance. The value of the kit is \$5,200.00 and was acquired at no cost to the department. **Staff recommends authorizing the department to accept the donation and place the kit into our asset inventory for use by the Bomb Squad.**

d. Special Event Liquor License Application

Applicant Danielle Sorace of DMS Events, Inc, has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, June 4, 2016 from 3 PM to 9 PM at Mohave County Fairgrounds 2600 Fairgrounds Blvd in Kingman. **Staff recommends approval.**

e. Stockton Hill Road Rehabilitation And Pavement Replacement

Desert Construction was selected as the CMAR and accepted by Council for design services on April 19th, 2016. Attached is a Construction Services Contract and Guaranteed Maximum Price for the Stockton Hill Road Rehabilitation CMAR Project. This project will consist of milling the existing roadway and replacing the top 2 inches of asphalt. The GMP also includes all ancillary work such as traffic loops, pavement markings and utility adjustments. The limits of this project are between Detroit Ave. and Airway Ave. on Stockton Hill Road. **Staff recommends approval.**

f. Recommendation from the Tourism Development Commission (TDC) for the final payment to Kingman Visitor Center, Inc. for tourism services

The Kingman Visitor Center, Inc. receives a quarterly payment from the City upon submission and acceptance of the tourism quarterly report. The most recent quarterly report was submitted and accepted by TDC at the May 5, 2016 regular meeting and is attached for your review. This will be the final payment to the Kingman Visitor Center, Inc. as the City has created an internal Tourism Department that will begin operations in FY17. The Kingman Visitor Center, Inc.'s payment request is for \$22,949.45 which is comprised of a one-month (June) prorated final fee and reimbursement of cooperative marketing initiatives. **Staff supports the TDC recommendation for Council approval of the final payment to Kingman Visitor Center, Inc. for tourism related services.**

g. Consideration of Resolution 5012 authorizing the City Manager to sign any and all documents necessary for the filing of an application for, and acceptance of, Federal Section 5311 Grant funding to support the continued operation Kingman Area Regional Transit

This is a request for Council adopt Resolution No. 5012 authorizing the City Manager or his duly authorized designee to sign all documents required for application and acceptance of Federal Transit Administration (FTA) Section 5311 Rural Public Transit Grant funding necessary to fund a portion of the annual administrative, operational, and

capital expenses for Kingman Area Regional Transit (KART) for federal fiscal years beginning October 2016 and October 2017. The Arizona Department of Transportation (ADOT) administers the FTA 5311 program and distributes funds through a competitive grant process. With this grant cycle, ADOT is implementing a two-year application cycle. The two-year cycle is designed to reduce the administrative application process for ongoing programs like KART. The grant program budget is reviewed and renewed each fiscal year. Since ADOT is requiring the grant application in advance of the City budget process, a preliminary draft budget for federal FY 2017 has been developed and summarized below. The City Council will consider funding requests and finalize the local match for the transit program during its annual budget processes. The FY 2017 budget will be developed and presented to Council during the 2017-18 budget cycle. **Staff**

recommends approval.

h. Resolution 5013 Arizona Mutual Aid Compact

The Arizona Mutual Aid Compact between the City Of Kingman and Arizona Department of Emergency and Military Affairs based upon A.R.S. § 26-308. The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. This Agreement is construed in accordance the laws of the State of Arizona. **Staff recommends the approval of resolution 5013 for the authorization of the Arizona Mutual Aid Compact ween the City Of Kingman and Arizona Department of Emergency and Military Affairs.**

i. Ordinance 1814, Amendment to allow non-resident qualified community members to serve on the City Historic Preservation Commission.

The City's Historic Preservation Commission is requesting approval from Council to allow qualified non-resident members of the community to serve on the Commission. This commission has struggled to find qualified volunteer applicants who live within the City to serve on the commission. Applications have been received from very qualified volunteers who live outside the City limits who wish to serve and who would be valuable assets to this commission. Ordinance No. 1814 will allow the Historic Preservation Commission to be added to the list of commissions in which non-city residents are allowed to serve. **Staff recommends approval.**

4. OLD BUSINESS

5. NEW BUSINESS

a. Decorative Bricks on the Walk of Fame

The Kingman Area Chamber of Commerce has informed the City Manager that they are no longer interested in participating in the decorative bricks sales. The Kingman Downtown Merchants Association (KDMA) has stepped forward as a 501-c3 willing to continue the program. The Council will discuss what Council's wish is for continuing the program, whether staff needs to draft a contract with KDMA or the project be brought in-house under the Tourism Department Director. **Council discretion.**

b. Ordinance No. 1813: Amending The Streets and Sidewalks Development Rules and Regulations

The Traffic Safety Committee has been reviewing needed amendments to the City of Kingman Streets and Sidewalks Development Rules and Regulations. The committee felt that the issue of development on dirt streets needed to be addressed. While full street improvements are required in new subdivisions, they are not in existing

subdivisions. Kingman has many subdivisions that were platted in the 1920's through 1950's. While water and sewer have to be extended if someone builds on one of these legacy lots, they do not have to install paving, curb, or sidewalk. Under our current regulations, someone could build a whole block of 24 homes and not install street improvements. This leads to higher maintenance costs to keep dirt streets passable. A CIP sheet has been presented to Council for the paving of dirt streets. If the city were to fund paving developed dirt streets, it would seem advisable to stop allowing new ones to be created. This proposed amendment would prohibit the issuance of building permits on previously undeveloped dirt street blocks, unless full street improvements are installed. Building permits would still be issued on dirt streets that are partially developed and located on our list of maintained unimproved streets. The proposed amendment would also delete the low-cost pavement program from our regulations. This program was used in the past to pave some residential streets. The program was similar to an improvement district with residents paying for paving, and the city doing the work. However, they did not include curb, gutter, or sidewalk improvements. Also, the construction standards were less than what would be required for new development. The amendment also addresses driveway location and separation standards. **Staff recommends adopting Ordinance No. 1813.**

c. Eastern Street Project Assessment

Staff, along with consulting engineers, Ritoch Powell, and Associates, Inc. has drafted a project assessment for the design of Eastern Street between Pasadena Avenue and Airway Avenue. The scope consists primarily of replacing the failing roadway pavement, modifying the alignment at the Airway Avenue intersection, improving drainage characteristics, and improving facilities for pedestrians and bicycles. Staff has recommended the preferred combined alternative of Sections 1E and 2B as presented in the Draft Project Assessment. Upon approval by Council, Staff will complete the final design and develop a Right of Way needs assessment. **It is recommended that the Council direct staff to complete the Project Assessment and final design utilizing Sections 1E and 2B, modified as needed to meet design criteria.**

6. REPORTS

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

8. EXECUTIVE SESSION

a. Kingman Airport Authority Contract

Mayor Anderson and Councilman Carver requested this item for discussion. The Council is requested to go into executive session to discuss the KAA lease pursuant to ARS 38-431.03(A)(3).

ADJOURNMENT



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jake Rhoades, Fire Chief

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Communications Center software and equipment purchase

SUMMARY:

The communications Center or 911 Dispatch Center is utilizing contingency funding through the User's group to enhance its level of service through training and the addition of programs for increased effectiveness and consistency during emergency and non-emergency call taking and dispatch. The following items are included in this request.

These expenditures were discussed with the user group and received 100% consensus. Written approval to use excess contingency funds was given by the head of each agency via return email.

APCO Standardized Training: The level and quality of training that is provided for the Kingman 9-1-1 Dispatch Center employees directly affects the quality of life of both the citizens and customers we serve in two areas; Call processing and Dispatching. A highly trained dispatcher can ensure that vital information is relayed clearly and concisely to police and fire personnel, thereby ensuring their safety and the safety of the community. Additionally, dispatchers gain confidence in their ability to handle high risk/low frequency events through education, practice, and scenario based role play. By utilizing industry standard training across all personnel, the Kingman 9-1-1 Dispatch center can expect an increased level of service in direct proportion to the increase in knowledge relating to call taking, fire dispatching, and law enforcement dispatching. Additionally, the Crew Leaders could focus efforts on Quality Assurance and Improvement without the distraction of on-going training and re-certifications.

Priority Dispatch Emergency Medical Dispatch (EMD) Training & Software: An excellent EMD trained call taker can ensure that the citizens' and responders' health and safety is of utmost importance at all times. Additionally, a highly trained call-taker can assist with medical emergencies as a first responder by providing life-saving and pre-arrival instructions, such as Compressions First CPR, controlling bleeding, obtaining medical history, and provide information to the caller as to what can be expected when fire personnel arrive on scene to help. The Kingman 9-1-1 Dispatch Center recommends replacement of APCO EMD cards with Priority Dispatch EMD Training and scripted software for handling medical emergencies in order to ensure consistency of call handling, identification of priority symptoms, and providing life-saving instructions as a First Responder.

Decision Support Software (DSS) & Be-on-the-lookout (BOLO) Interface: Currently, reports are being manually extracted from the Computer Aided Dispatch (CAD) system on a daily basis. One daily report for Kingman Fire Department of approximately 20-30 Calls for Service can take up to 90 minutes to produce at a cost of approximately \$45 per day. The extended annual cost is \$16,425 for labor alone just to produce 1 report per day for one agency. The acquisition of DSS would automate the reporting process and increase the level and frequency of reporting. The time savings gained from automation would allow the Kingman 9-1-1 Dispatch Center to add analysis as part of the service provided to our agencies. The BOLO Interface purchase would allow the user group to benefit from reduced pricing on the DSS software component.

4-24" Monitors: The 19" computer monitors currently in use for the computer aided dispatch (CAD) system for Administrative users are end of life and no longer provide the viewable area to optimize the use of reporting and review of CAD functions. It is therefore, prudent for us to upgrade the end of life monitors for administrative users. The dispatch center has two (2) Administrative consoles requiring replacement of 2 computer monitors for each console.

FISCAL IMPACT:

\$99,183.00 from the dispatch center's excess contingency fund number 591 as approved in the Intergovernmental Agreement between the City of Kingman, Northern Arizona Consolidated Fire District, Golden Valley Fire District, Pinion Pines Fire District, Pine Lakes Fire District, and Lake Mohave Ranchos Fire District for Dispatch Services. The balance of the contingency fund is currently \$283,027.00

STAFF RECOMMENDATION:

Staff recommends Council approves the expenditures for APCO training, Priority Dispatch Training & Software, DSS & BOLO, and 4-24" monitors in the amount of \$99,183.

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Rhoades, Jake	Approved	4/30/2016 - 11:22 AM
City Attorney	Cooper, Carl	Approved	5/2/2016 - 12:17 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 11:28 AM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jake Rhoades, Fire Chief

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Request for Contingency Funds Transfer to Cover FEMA Grant

SUMMARY:

The Fire Department was awarded the Assistance to Firefighters Grants through FEMA in the amount of \$286,044 on August 1, 2014. In planning for that award, an appropriation of \$90,967 was included in the FY15 Adopted Budget. Of that appropriation, \$28,604 was the City's local match and the rest was to cover the cost of additional materials and equipment that would be needed to operate the apparatus. Purchases were made in both FY15 and FY16, but the appropriation for additional equipment was not carried over into the FY16 Adopted Budget leaving the grant currently at a deficit. The reasoning behind this is unknown as both the Fire and Finance Departments have new staff overseeing grant funding and expenditures.

Based on all purchases for this grant during FY15 and FY16, the City may be required to match up to \$87,809.81 but has only appropriated \$54,898.29. Additional funding may be available as part of the Assistance to Firefighters Grant in the amount of \$20,795.54, however, the availability of the additional funding will not be known until the closeout of the grant.

FISCAL IMPACT:

The impact is a total of \$32,911.52 from the General Fund contingency reserve to cover the expenses over revenue since the approved funding from FY 2015 was not carried forward to FY 2016. This may be lessened upon close out of with FEMA and the possibility of receiving funds up to \$20,795.54.

STAFF RECOMMENDATION:

Staff recommends the approval of up to \$32,911.52 from the General Fund contingency reserve in order to close out this grant and conclude this process.

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Rhoades, Jake	Approved	5/2/2016 - 12:16 PM
City Attorney	Cooper, Carl	Approved	5/2/2016 - 12:20 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:12 PM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Chief Robert J. DeVries

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Bomb Squad Equipment Donation

SUMMARY:

The Kingman Police Department is an active member of the Defense Logistics Agency and Defense Realization and Marketing Office (DMRO) program. The program provides equipment to law enforcement agencies for reutilization.

The department recently acquired a "hook and Line" kit that enables the Bomb Squad Technicians to handle suspicious packages from a safe distance. The value of the kit is \$5,200.00 and was acquired at no cost to the department.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends authorizing the department to accept the donation and place the kit into our asset inventory for use by the Bomb Squad.

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	DeVries, Robert	Approved	5/2/2016 - 2:04 PM
City Attorney	Cooper, Carl	Approved	5/3/2016 - 11:48 AM
City Manager	Dougherty, John	Approved	5/9/2016 - 11:22 AM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: City Clerk

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Special Event Liquor License Application

SUMMARY:

Applicant Danielle Sorace of DMS Events, Inc, has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, June 4, 2016 from 3 PM to 9 PM at Mohave County Fairgrounds 2600 Fairgrounds Blvd in Kingman. **Staff recommends approval.**

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Special Event Liquor License App

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	5/6/2016 - 5:35 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:23 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:14 PM



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: DMS Events, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 27-2053190

SECTION 3 The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☒ Yes ☐ No

Mohave County Fair Association 05080001

Name of business

License Number

(928) 753-2636

Phone (Include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19- or explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☐ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Open Exhibit Bldgs & immediate outside area by door

Address of Location: 2600 Fairgrounds Blvd Kingman Mohave, AZ 86401

Street

G

City

COUNTY

State

Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson. Organization named in Section 1. (Authorizing signature is required in Section 13.)

Applicant: Sorace Danielle Marie [Redacted]

Last

First

Middle

Date of Birth

Applicant's mailing address: 4310 Stardust Rd. Kingman AZ 86409

Street

City

State

Zip

Applicant's home/cell phone: (928) [Redacted] Applicant's business phone: (928) 716-6686

Applicant's email address: [Redacted] .com

CTION 10

Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

How many special event licenses have been issued to this location this year? None
The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No
If yes, attach a copy of the agreement.)

List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Dms Events, Inc. Percentage: 25%

Address [REDACTED] Kingman AZ 86409
Street City State Zip

Name Moave Fair Association Percentage: 75%

Address 2600 fairground blvd. Kingman AZ 86401
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

What type of security and control measures will you take to prevent violations of liquor laws at this event?
List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 2 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: Desert Security w/b

CTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>06/04/2016</u>	<u>Saturday</u>	<u>3pm.</u>	<u>9pm.</u>
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

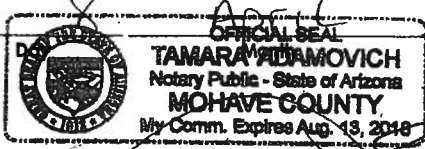
I, (Print Full Name) Danielle M. Sorace declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Danielle M. Sorace Signature Title/ Position Director Date 4-8-16 Phone Number 928-716-6686

The foregoing instrument was acknowledged before me this 8 Day of April Year 2016

State AZ County of MOHAVE

My Commission Expires on: 8-13-18 Date

 Signature of Notary Public [Signature]

SECTION 14 This section is to be completed only by the applicant named in Section 9.

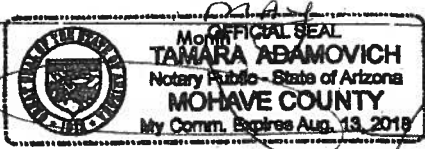
I, (Print Full Name) Danielle M. Sorace declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Danielle M. Sorace Signature Title/ Position Director Date 05-03-16 Phone Number 928-716-6686

The foregoing instrument was acknowledged before me this 3 Day of May Year 2016

State AZ County of MOHAVE

My Commission Expires on: 8-13-18 Date

 Signature of Notary Public [Signature]

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____ Signature _____ Date _____ Phone _____
(City, Town, County)

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

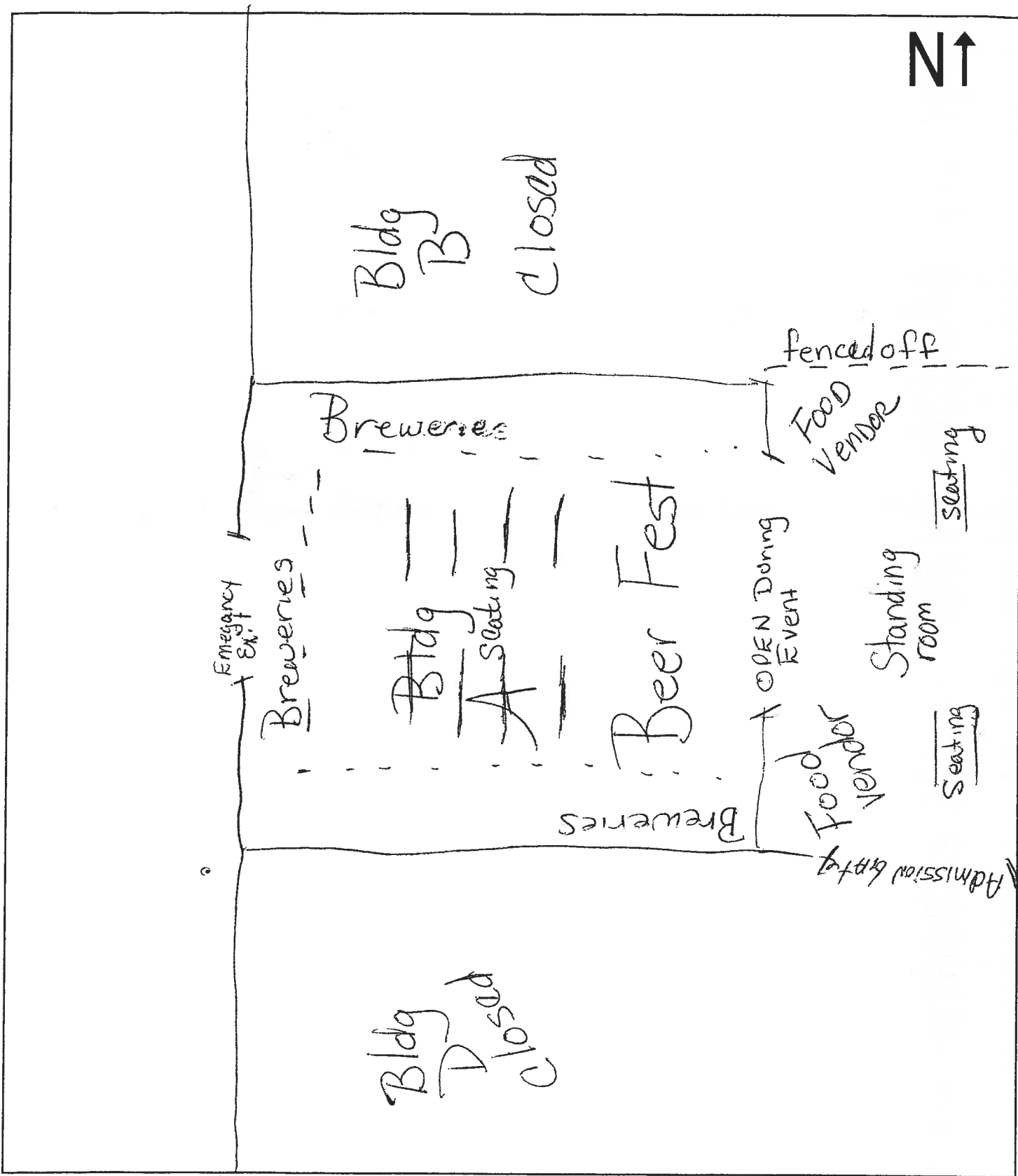
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Parking



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jack Plaunty-Street Department

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Stockton Hill Road Rehabilitation And Pavement Replacement

SUMMARY:

Desert Construction was selected as the CMAR and accepted by Council for design services on April 19th, 2016. Attached is a Construction Services Contract and Guaranteed Maximum Price for the Stockton Hill Road Rehabilitation CMAR Project. This project will consist of milling the existing roadway and replacing the top 2 inches of asphalt. The GMP also includes all ancillary work such as traffic loops, pavement markings and utility adjustments. The limits of this project are between Detroit Ave. and Airway Ave. on Stockton Hill Road.

FISCAL IMPACT:

The fiscal impact will be \$742,237.02 which will be paid from the Streets Division pavement preservation money.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Stockton Hill Contract/Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Plaunty, Jack	Approved	5/9/2016 - 1:23 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:26 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:15 PM



CITY OF KINGMAN, ARIZONA

**Stockton Hill Road Rehabilitation and Pavement Replacement
From Detroit Avenue to Airway Avenue**

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NO. ENG16-0003

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**CITY OF KINGMAN
ENGINEERING DEPARTMENT BUILDING IMPROVEMENTS
CONSTRUCTION MANAGER AT RISK – CONSTRUCTION SERVICES
PROJECT NO. ENG16-0003**

THIS CONTRACT is made and entered into on the 3rd day of May, 2016, by and between the City of Kingman, hereinafter designated the "City" and Desert Construction, Inc., hereinafter called the "Construction Manager at Risk" or "CMAR"

RECITALS

- A. The City engages the CMAR to perform Construction Services for the project known and described as the Stockton Hill Road Rehabilitation and Pavement Replacement Project No. ENG16-0003, herein referred to as the "Project".
- B. The City has undertaken the design of said Project and may contract with consultants for additional design or inspections. Said consultants shall herein after be referred to as the "Design Professional".
- C. The CMAR has represented to the City the ability to provide construction management services and based on this representation the City engages the CMAR to provide these services for the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CMAR as follows:

ARTICLE 1 - DEFINITIONS

"Agreement ("Contract") This written document signed by the City and CMAR covering the design and construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Allowance" Unless otherwise provided in the Contract Documents, allowances shall cover the cost to the contractor for materials, equipment, Contractor's costs for unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. Supporting information shall be provided to support cost adjustments, including but not limited to payroll information, invoices (including invoices for rented equipment), and operation time for contractor-owned equipment. Cost for equipment owned by CMAR will be paid at a rate shown for such equipment in the GMP. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances. The Change Order will allow for adjustments for bonds, insurance, and taxes.

"Change Order" A written order issued by the City to the CMAR to make changes in the Work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

"City ("Owner" or "OWNER") The City of Kingman, a municipal corporation, with whom CMAR has entered into this Contract and for whom the services are to be provided pursuant to said Contract.

"CMAR" The firm selected by the City to provide design and construction services as detailed in this Agreement.

"Contingency, CMAR (Contractor's)" A fund to cover cost growth during the project used at the general discretion of the CMAR, with approval by the City, usually for costs that result from project circumstances.

The amount of the CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use of the CMAR's Contingency is described in Section 5.1.2.3.

"Contingency, OWNER (City's)" A fund to cover City initiated changes during the project used at the sole discretion of the City. The amount of the City Contingency shall be provided to the CMAR during the GMP negotiations.

"Contract Amendment" See the definition for Change Order.

"Contract Documents" The following items and documents executed by the City and the CMAR: (i) all written Change Orders; (ii) this Agreement, including all exhibits and attachments and (iii) GMP Plans and Specifications.

"Contract Price" The amount or amounts set forth in Article 5 and as modified by Change Order.

"Construction Fee" The CMAR's administrative costs, office overhead, and profit, at the CMAR's on-site or office and/or office(s) maintained for exclusive use on the Project. This includes administrative costs and any limitations or exclusions that may be included in the General Conditions.

"Contract Time" The Days as set forth in Article 4 for the period of time, including authorized adjustments, allotted in the Contract Documents for Final Acceptance of the Work.

"Cost of the Work" The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities required to construct the Work, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the CMAR's Construction Fee, General Conditions Costs, CMAR's Contingency and taxes.

"Critical Path" The sequence of activities which control the overall duration of the project from the start of the Work to the Final Acceptance of the Project. Any delay in the completion of these activities will extend the Contract Time

"Day(s)" Calendar day(s) unless otherwise specifically noted in the Contract Documents.

"Design Professional" The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents. Representatives of the Design Professional may perform Special and other inspection services at the site and may, at the Owner's option, represent the Owner during the construction period.

"Differing Site Conditions" Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or field investigation reports furnished to the CMAR by the City, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the project site.

"Final Acceptance" The completion of the Work including punch list, as prescribed in Section 4.1.

"Float" The number of Days by which an activity can be delayed without lengthening the Critical Path and extend the Contract Time.

"General Conditions Costs" Includes but is not limited to the following types of costs for the CMAR during the construction phase: (i) payroll costs for project manager or CMAR for work conducted at the site, (ii) payroll costs for the superintendent, (iii) payroll costs for other management personnel resident and working at the site, (iv) costs of temporary offices and construction facilities specifically for the Project, including office materials, office supplies, office equipment and minor expenses, (v) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vi) costs of liability insurance premiums not included in labor burdens for direct labor costs, (vii) costs of bond premiums, or contractors default insurance premiums.

“Guaranteed Maximum Price” or “GMP” The sum of the maximum Cost of the Work; the CMAR’s Construction Fee; General Conditions Costs, taxes, bonds, insurance costs and Contingencies.

“GMP Plans and Specifications” The plans and specifications provided in the Design Phase Services upon which the Guaranteed Maximum Price Proposal is based.

“Legal Requirements” All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site and relating to the performance of the Work.

“Notice to Proceed” or “NTP” A directive issued by the City, authorizing the CMAR to start the Work.

“Payment Request” The City form used by the CMAR to request progress payments for Work in accordance with Article 7.

“Product Data” Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

“Project Record Documents” The documents created pursuant to Section 2.7.

“Samples” Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” Drawings or reproductions of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcement steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the CMAR is required to submit for approval.

“Site” The land or premises on which the Project is located.

“Specifications” The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Except as modified by the project plans, specifications and Change Orders, this Project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments and as amended by the City of Kingman, unless alternate specifications and details are provided in the Drawings and/or Specifications.

“Subcontractor” Those having direct contracts with the CMAR and those who furnish material worked into a special design according to the plans and specifications for the Work, but not those who merely furnish material not so worked.

“Supplier” A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

“Work” or “Project” The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 - CMAR’s SERVICES AND RESPONSIBILITIES

2.0 Standard Specifications and Details

The City operates under the latest revision of the 2012 edition of the Uniform Standard Specifications for Public Works Construction, published by the Maricopa Association of Governments (MAG) as adopted and amended by the City and is herewith incorporated by reference and made a part hereof. The adopted MAG Standard Specifications and City amendment to the Standard Specifications may be downloaded from the City's web site at: www.cityofkingman.gov

The City also operates under the latest revision of the 2012 edition of the Uniform Standard Details as published by the Maricopa Association of Governments as adopted and amended by the City. The adopted MAG Standard Details and City amendment to the Standard Details may be obtained on the City's web site referenced above.

Where reference is made on the project drawings and specifications to MAG details, they shall be to the City of Kingman amended specifications and details, or where the City of Kingman has not adopted an amended specification, to the latest revision to the 2012 edition of the Uniform Standard Specifications for Public Works Construction and Uniform Standard Details.

2.1 General Services

2.1.1 CMAR's Representative shall be available to City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of the CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 The CMAR shall obtain all necessary permits for the Work, except these listed below, and pay all applicable fees. The CMAR is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

2.2.2 City shall be responsible for obtaining all required permits from the Arizona Department of Environmental Quality (ADEQ).

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City will schedule a Pre-construction conference.

2.3.2 The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed shall be issued in accordance with MAG Section 108.

2.3.4 The CMAR shall provide a schedule of values based on the categories used in the buyout of the Work. The schedule of values shall not be greater than the approved GMP and shall identify the CMAR's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.3.5 Minimum attendance by the CMAR shall be the CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and

competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR or the CMAR's Superintendent shall be present at the Site at all times that work under this contract is taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance of this section, the City may require the CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer, and to so demonstrate if requested.

2.4.5 Before ordering materials or doing work, the CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for the City's resolution before proceeding with the work.

2.4.6 The CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 The City will establish all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. The CMAR shall preserve and protect the construction survey stakes and marks for the duration of their usefulness. If construction survey stakes are lost or disturbed and need to be replaced, the cost for such replacement will be deducted from CMAR's most recent pay request.

2.4.8 CMAR shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.9 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under City's control, CMAR agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.10 Where the respective sections of the specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory. All costs incurred for testing laboratory services will be paid by the City at no cost to the CMAR. However, should retesting be required due to CMAR's failure to comply with the plans and specifications, the CMAR shall pay all costs for retesting.

2.5 Control of the Work Site

2.5.1 The Contract Documents indicate the lands upon which the Work is to be performed and those rights-of-way and access easements furnished by City. Easements for permanent structures or for permanent changes in existing facilities will be obtained by City, unless otherwise stated.

2.5.2 CMAR shall obtain, at no increase in Contract Price or Contract Time, any additional lands, rights-of-way and easements that CMAR, in its sole discretion, requires for temporary facilities, ingress and egress, storage, disposal of spoil or waste material or any other purpose. CMAR shall obtain (a) all required permits from the U.S. Government, the State, railroad, and any Political Subdivision or public utility with jurisdiction, and (b) permission by written agreement if private property. CMAR shall submit copies of all permits and written agreements to City, and shall be responsible for insurance and security at any temporary facilities, on or off-site, that the CMAR requires to complete the Project.

2.5.3 City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CMAR. Upon reasonable written request, City shall furnish CMAR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and City's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. City shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CMAR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by City, unless otherwise provided in the Contract Documents. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

2.5.4 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.5.5 CMAR shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.

2.5.6 CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in any occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel.

2.5.7 Only materials and equipment used directly in the Work shall be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.

2.6 Quality Control, Testing and Inspection

2.6.1 All materials used in the Work shall be new and unused, unless otherwise noted or specifically approved by the City, and shall meet all quality requirements of the Contract Documents.

2.6.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.6.3 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified in the Project Drawings and Specifications, samples and tests shall be made in accordance with the following: Project Specifications, MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series, or as determined by the City.

2.6.4 The CMAR will select a pre-qualified City or Independent Testing Laboratory and will pay for Quality Control testing. City will provide Quality Assurance (QA) testing at its own expense where and as it deems necessary. Copies of all Quality Control test reports shall be provided to the City contemporaneously with their presentation to the CMAR or subcontractor to the CMAR. Quality Control testing schedule will be provided in the Project Specifications for earthwork, concrete, special coatings, and other work as determined by the City and the Design Professional.

2.6.4.1 When the first and subsequent tests (including Quality Assurance testing) indicate noncompliance with the Contract Documents, the cost to correct that noncompliance and any further testing demonstrating compliance after correction shall be paid for by the CMAR.

2.6.4.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.6.5 The CMAR will cooperate with the Owner's selected QA testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.6.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.6.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of the CMAR to coordinate and to comply, unless otherwise provided in the Contract Documents.

2.6.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of the CMAR and paid by the CMAR.

2.7 Project Record Documents

2.7.1 During the construction period, the CMAR shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.7.1.1 The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.7.1.2 The CMAR shall mark completely and accurately Project Record Drawing sets of Construction Documents.

2.7.1.3 The CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.7.1.4 The CMAR shall note request for information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents; however actual changes including dimensions, materials, arrangement and any other information needed to accurately depict the change shall be included on the drawings. If necessary, additional drawing sheets shall be provided for this purpose.

2.7.1.5 The CMAR shall submit Project Record Drawing sets and Shop Drawings to the City or its representative for review and comment.

2.7.2 Upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to the City prior to Final Acceptance and as a condition of Final Acceptance. Final approved Project Record Drawings shall be provided to the City in hard copy (full-size drawings) and electronic form.

2.7.3 The City Representative will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

2.8 Project Safety

2.8.1 These Construction Documents, and construction covered by this agreement are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- b. Part 1910 and Part 1926 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- c. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

2.8.2 The CMAR is responsible for safety of the job site for employees of CMAR as well as for members of the general public and others who may drive or walk through or be in the job site.

2.8.3 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.8.4 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.8.5 The CMAR shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the preconstruction conference with the City advised in writing of any changes.

2.8.6 The "competent person" shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.8.7 CMAR and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirement.

2.8.8 CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.9 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility

for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.8.10 Nothing in this agreement shall relieve the CMAR of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The CMAR is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the plans, specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by the CMAR's excavation, shoring, bracing, or underpinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support shall be included in the appropriate items listed in the GMP, and no additional payment shall be made for this work

2.9 Warranty

2.9.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents or approved by the City, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.9.2 The date of Final Acceptance and the beginning of the Warranty period shall be the date upon which the City indicates final completion and acceptance of the work. The date will represent the completion date for each phase of the project irrespective of early completion by some subcontractors of their work. Final Acceptance will not be issued until all items of work of each phase, including punch list items, have been completed. The CMAR shall furnish extended warranties for facilities placed in service before Final Acceptance and that expire no earlier than one year beyond Final Acceptance except as otherwise required in the specifications.

2.9.3 CMAR's warranty obligation shall be in accordance with MAG Specifications.

2.9.4 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this section or the Contract Documents. CMAR will provide City with all manufacturers' warranties prior to Final Acceptance.

2.10 Correction of Defective Work

2.10.1 CMAR agrees to correct any Work that is not in conformance with the Contract Documents, including that part of the Work subject to Section 2.9, within a period of one year from the date of Final Acceptance of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.10.2 CMAR shall, take immediate steps to commence correction of nonconforming Work subject to Section 2.9 above, within fourteen calendar days of receipt of written notice from City in accordance with MAG Specifications. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by the City to be an emergency, the City shall notify the CMAR, via the most expeditious means regarding the nature and condition of the defects. In turn, the CMAR shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with MAG Specifications.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that the City may have regarding CMAR's other obligations under the Contract Documents.

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES

3.0 City's Representative and Inspector

3.0.1 City's Representative is responsible for providing City-supplied information and approvals in a timely manner to assist CMAR to fulfill its obligations under the Contract Documents.

3.0.2 City's Representative will also provide CMAR with prompt notice if it observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.0.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a regulatory agency or with an inspector from a City-contracted independent laboratory pursuant to Division 2.6.4. The City will provide Special and Electrical Inspection, and may provide other inspection personnel as the City deems appropriate.

3.0.3.1 The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.0.3.2 The inspector is not authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CMAR.

3.0.3.3 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.0.3.4 The furnishing of an inspector by the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the work in accordance with Contract Documents.

3.1 Design Professional Services

3.1.1 The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract scope as well as other firms hired by the City shall be furnished to the CMAR. The CMAR shall not have the right to limit or restrict or reject any contract modifications that are mutually acceptable to the City and Design Professional.

3.2 City's Separate Contractors

3.2.1 City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.3 Permit Review and Inspections

3.3.1 If requested by the CMAR, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.3.2 The regulating agencies of the City such as Engineering Services, Developmental Services, Fire and Planning Departments, enforce Legal Requirements. The enforcement activities of the City are independent and separate from this Agreement.

ARTICLE 4 - CONTRACT TIME

4.0 Contract Time

4.0.1 Contract Time shall start with the Notice to Proceed (NTP) Final Acceptance.

4.0.2 Contract Time shall be for the completion of all Work. Contract time for the construction shall be as follows:

Project shall be completed by June 30, 2016.

Additional work, if needed, shall be completed as agreed upon in a future amendment to this agreement.

4.0.3 CMAR agrees that it will commence performance of the Work and achieve the Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1 Final Acceptance

4.1.1 Upon receipt of written notice that the Work or identified phases of the Work is ready for final inspection and acceptance, City and CMAR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued until all items of work on each phase, including punch list items, have been completed to the City's satisfaction. The City understands for the purpose of assessing liquidated damages that Final Acceptance and Completion punch list will allow for warranty work (ongoing for 1 year) and miscellaneous minor punch list, as approved by the City.

4.2 Liquidated Damages

4.2.1 For this project, time is of the essence. Therefore, there will be liquidated damage assessment made for each calendar day, on each phase, the project is not completed after the specified completion date. For each and every calendar day that work of any phase shall remain incomplete after the time specified for the completion of the work in the GMP, or as adjusted by the City, the sum per calendar day shown in Table 108-1 of the MAG Specifications, shall be deducted from monies due to the CMAR, not as a forfeit or penalty, but as liquidated damages and added expenses including administrative, inspectors' cost and loss of facility revenue. This sum is fixed and agreed upon between the parties, because the actual loss to the City caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

4.2.2 Final Acceptance means the completion of all items of work, including punch list items subject to Section 4.1.1.

4.2.3 Permitting the CMAR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, does not operate as a waiver by the City of any rights under this contract.

4.2.4 The CMAR acknowledges and agrees to the amount of liquidated damages, specified in Section 4.2.1.

4.3 Project Schedule

4.3.1 The Project Schedule approved as part of a GMP shall be updated and maintained throughout the contract period.

4.3.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents.

4.3.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request. The monthly submittal shall include updated resource loading and one full size plot of the entire schedule and one computer disk containing the schedule in a format acceptable to the City.

4.3.4 CMAR shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work as presented in the GMP and within the Contract Time.

4.3.5 With each Project Schedule submittal, the CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFIs), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impacts and their delay on other activities, milestones, and their impact date of Final Completion.
 - Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Final Completion date status:
 - If ahead of schedule, the number of calendar days ahead.
 - If behind schedule, the number of calendar days behind.
- Other project or scheduling concerns.

4.3.6 City's review of and response to the Project Schedule serves to ensure for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.3.7 The Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

4.3.8 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.3.9 The CPM diagram schedule shall indicate all relationships between activities.

4.3.10 The activities making up the schedule shall contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Individual activities shall not exceed 30 days in length.

4.3.11 The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.

4.3.12 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

4.3.13 The project schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture and construction by other contractors when those activities are interrelated with the CMAR activities.

4.3.14 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.3.15 Float time shall be as prescribed below;

4.3.15.1 The total Float time within the overall schedule, is not for the exclusive use of either the City or the CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

4.3.15.2 The CMAR shall not sequester shared Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Final Acceptance date.

4.3.15.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract Time is also exceeded.

ARTICLE 5 - CONTRACT PRICE

5.0 General

5.0.1 The CMAR agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved Guaranteed Maximum Price.

5.1 Contract Price

5.1.1 The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit A an amount of \$742,237.02

5.1.2 Guaranteed Maximum Price is composed of the not-to-exceed lump sum amounts defined in Exhibit A. The CMAR is at risk to cover any additional Project costs.

5.1.2.1 The Cost of the Work is lump sum. The Guaranteed Maximum Price shall be based on the GMP Plans and Specifications. The GMP Plans and Specifications shall consist of the documents and agreed-upon design clarifications listed in exhibits to the Approved GMP Proposal. The CMAR Contingency shall be broken down into separate amounts for each phase. When the CMAR receives final, permitted plans and specifications for all phases and final bids from suppliers and subcontractor, the CMAR shall reconcile his Cost of Work for all phases with the GMP. Should the Cost of Work based on the final, permitted plans and Specifications for all phases exceed the Cost of Work in the GMP for all phases combined, the CMAR shall utilize its CMAR Contingency to fund any overage. Should the Cost of Work based on the final, permitted plans and Specifications for all phases combined, be less than the Cost of Work in the GMP for all phases, the CMAR shall provide a deductive Change Order to the Contract for this amount.

5.1.2.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums.

5.1.2.3 CMAR's Contingency is a fund to cover cost growth during the project used at the general discretion of the CMAR, with City approval, usually from costs that result from project circumstances.

5.1.2.3.1 At the time that CMAR's Contingency is used by the CMAR, the appropriate markups for overhead and profit will be applied.

5.1.2.3.2 When the CMAR utilize CMAR's Contingency funds, the CMAR shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CMAR shall deduct the amount of CMAR's Contingency funds used from the CMAR's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CMAR's Contingency funds are used for a new line item that was not given with the original schedule of values, a revised schedule of values shall be submitted to document this.

5.1.2.4 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a firm fixed lump sum.

5.1.3 Owner's Contingency funds to be used at the sole discretion of the City. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups per Article 6 will be applied.

5.1.4 The GMP is subject to adjustments made in accordance with Article 6 and by Change Orders to this Agreement.

5.1.4.1 GMP Change Orders are cumulative except for contingency.

5.1.4.2 If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Section 6.6.

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME

6.0 Delays to the Work

6.0.1 The Contract Times may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 6.0.1.

6.0.2 All time limits stated in the Contract Documents are of the essence of this Agreement.

6.0.3 An extension in Contract Time will not be justified unless CMAR, through analysis of the Record Schedule, demonstrates delay in completing all or a specified part of the Work arising from unforeseeable causes beyond the control and without the fault or negligence of CMAR, and the delay is unreasonable under the circumstances. Examples of events which may justify an extension of Contract Time, subject to the requirements of the Contract Documents, include: acts of God, the public enemy, or City in its sovereign capacity; acts of the U.S. Government, the State or another Political Subdivision; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes, unusual weather, including storms, tornados, etc. (unusual in the sense of expectation, frequency or severity compared with the prior 5-year average; but ambient air temperature up to 125°F shall not be considered unusual); unusually severe shortages of construction materials, considering all feasible sources of supply; newly discovered

Underground Utilities; objection, for City's convenience, to a nominated Subcontractor; an emergency; suspension of Work resulting from discovery of archaeological features; changes in the Work, differing site conditions or variation in quantities of Unit Price Work. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CMAR.

6.0.4 If CMAR is prevented from completing any part of the Work within the Contract Times for unforeseeable causes beyond the control of both City and CMAR, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be CMAR's sole and exclusive remedy for the delay. In no event shall City be liable to CMAR, any Subcontractor, any Manufacturer, any Supplier, any person, any firm, any corporation, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (a) delays caused by or within the control of CMAR, or (b) delays beyond the control of both parties as specified in paragraph 6.0.3.

6.1 Differing Site Conditions

6.1.1 Differing Site Conditions shall be addressed in accordance with MAG Standard Specification Section 104.2.

6.2 Errors, Discrepancies, and Omissions

6.2.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.2.2 If the CMAR proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CMAR prior to clarification by the City shall be at the CMAR's risk.

6.3 City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall be addressed in accordance with MAG Standard Specifications Section 104.2.

6.4 Change Orders

6.4.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.4.2 All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.5 Minor Changes in the Work

6.5.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. The CMAR shall carry out such written orders promptly.

6.5.2 Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times. (Minor changes for this purpose of this section shall be defined as changes under \$500.00).

6.6 Extra Work

6.6.1 The CMAR shall perform such extra work and charge the Owner at actual cost of labor and materials. The CMAR shall have the right to add not more than 5% to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage shall include all of the CMAR's charges for overhead, profit, administration and supervision. A 15% mark-up for overhead, profit, administration and supervision may be added to the CMAR's cost of labor and materials for extra work authorized to be done by his own forces. The Subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 15% of cost of labor and materials. The CMAR and Subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above.

6.6.2 For work omitted from Contract: If Contract Agreement has been previously increased by Change Order for additional work, then overhead and profit will be deducted for omitted work; if revised Contract Price will be less than original Contract amount, then overhead expenses and profit will not be deducted as part of the deductive Change Order for work omitted.

6.6.3 Where extra work involves both added and omitted work, the overhead, profit, administration and supervision figures specified above shall be added only to the increased amount over the original Contract Price.

6.7 Contract Modifications

6.7.1 Any agreement which modifies the terms of the contract (including Change Orders) shall be approved in writing by the City. Once properly executed by both parties, these modifications to the contract shall have the same effect as if they had been included in the original contract. Signature by the contracting parties shall constitute full accord and satisfaction between the City and the CMAR for all costs, damages, and expenses of whatever kind or nature, including delay, impact or acceleration damages, which may be occasioned by the modification.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Division shall be determined as provided in this Article.

ARTICLE 7 - PROCEDURE FOR PAYMENT

7.0 Payment Procedure

7.0.1 Payment for the specific work under this Agreement will be made in accordance MAG Standard Specification Section 109 as amended by the City of Kingman.

7.1 Record Keeping and Finance Control

7.1.1 As it relates to Contract "Allowances" or cost based change orders, records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CMAR's records, as it relates to Allowances or cost based change orders, in compliance with local, state or federal policies, statutes or at the City's discretion, within (3) years of Final Acceptance of the Work.

7.1.2 The CMAR shall include a provision similar to paragraph 7.1.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

ARTICLE 8 - CLAIMS AND DISPUTES

8.0 Dispute Avoidance and Resolution

8.0.1 Dispute resolution shall proceed in accordance with MAG Standard Specifications Section 110.

8.1 Duty to Continue Performance

8.1.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.2 Representatives of the Parties

8.2.1 City's Representatives

8.2.1.1 City designates the individual listed below or his designee as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Frank Marbury, Assistant City Engineer

8.2.1.2 City designates the individual listed below as its City's Representative (Level II), which individual has the authority and responsibility set forth in MAG Section 110:

Jack Plaunty, Streets Superintendent

8.2.1.3 City designates the individual listed below as its City's Representative (Level I), which individual has the authority and responsibility set forth in MAG Section 110:

Wayne Welch, Engineering Technician Supervisor

8.2.2 CMAR's Representatives

8.2.2.1 CMAR designates the individual listed below as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Brian Short

8.2.2.2 CMAR designates the individual listed below as its CMAR's Representative (Level II), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Bobby McFadyen

8.2.2.3 CMAR designates the individual listed below as its CMAR's Representative (Level I), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Devin Zumwalt

ARTICLE 9 - SUSPENSION AND TERMINATION

9.0 Suspension and Termination

9.0.1 The City may suspend or terminate this contract in accordance with MAG Specifications Section 105 and 108.

ARTICLE 10 - INSURANCE AND BONDS

10.0 Insurance Requirements

10.0.1 THE INSURANCE REQUIREMENTS ATTACHED TO THIS AGREEMENT SHALL BE REQUIRED FOR USE ON THIS PROJECT AS SHOWN BELOW.

10.0.2 PERSONAL OR INDIVIDUAL BONDS ARE NOT ACCEPTABLE.

10.0.3 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the CMAR, his agents, representatives, employees or Subcontractors.

10.0.4 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.5 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CMAR from liabilities that might arise out of the performance of the work under this Agreement by the CMAR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CMAR is free to purchase such additional insurance as may be determined necessary.

10.0.6 Minimum Scope And Limits Of Insurance. CMAR shall provide coverage with limits of liability not less than those shown below:

10.0.7 Commercial General Liability.

10.0.7.1 Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, but not limited to, the liability assumed under the indemnification provisions of this contract. Products and completed operations liability coverage shall be maintained throughout the contract and shall extend for a period not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and agreements the insured makes in connection with insured operations. Minimum coverage limit shall be no less than \$1,000,000 CSL. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

10.0.8 Automobile Liability.

10.0.8.1 Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project. Minimum coverage limit shall be no less than \$1,000,000 CSL.

10.0.9 Worker's Compensation and Employers' Liability

10.0.9.1 CMAR shall maintain Worker's Compensation insurance at the statutory level.

10.0.9.2 Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

10.0.10 Pollution Liability

10.0.10.1 Pollution liability is to be written on an occurrence form basis. If the policy is written on a claims made basis, CMAR shall continue such coverage, either through policy renewals or the purchase of an extended discovery period for three years from the project acceptance date. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must not be later than the date of the commencement of any construction. Minimum coverage limits shall not be less than \$1,000,000 each occurrence. If the policy has an aggregate limit, that limit shall not be less than \$1,000,000.

10.0.11 Professional Liability

10.0.11.1 OMIT.

10.0.12 Excess Liability

10.0.12.1 When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

- Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

10.0.13 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.0.13.1 All policies, except for the Workers' Compensation, Employers' Liability, and Professional Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers, and the Design Professional as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman and the Design Professional are named as an additional insured, the City of Kingman and the Design Professional shall be an additional insured to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Agreement.

10.0.13.2 The CMAR's insurance coverage except for workers compensation and employers liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

10.0.13.3 The insurance Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.0.13.4 Notice Of Cancellation. Each insurance policy required under this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.0.13.5 Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with a 2004 "A.M. Best" rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.

10.0.14 Verification Of Coverage.

10.0.14.1 Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

10.0.14.2 All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman
Engineering Department
310 N. 4th Street (mail)
220 N. 4th Street (physical)
Kingman, Arizona 86401

10.0.14.3 Subcontractors. CMAR shall ensure all Subcontractors performing work under this contract secure and maintain all insurance coverages (including worker's compensation) and other financial sureties required by the laws of this state and within the scope of their services in connection with their presence and the performance of their duties pursuant to this contract. CMAR shall be responsible for ensuring that all Subcontractors endorse CMAR and the City of Kingman as additional insured and that all Subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptance date.

10.1 Bonds and Other Performance Security

10.1.1 Prior to execution of this Agreement, the CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP set forth in this Agreement or changed by subsequent Change Order.

10.1.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.1.3 The bonds shall be made payable and acceptable to the City.

10.1.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.1.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.1.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarter by the "2004 Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

ARTICLE 11 - INDEMNIFICATION

11.0 CMAR's General

11.0.1 To the fullest extent permitted by law, the CMAR shall indemnify and hold harmless the City of Kingman, its agents, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CMAR or any such contractor, subcontractor or design professional or other persons employed or used by the CMAR or any such contractor, subcontractor or design professional in the performance of the contract or subcontract.

11.0.2 In any and all claims against the indemnified parties by any employee of the CMAR, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR, or any subcontractor, or any supplier or other person under workmen's compensation acts, disability benefit acts, or other employee acts.

11.0.3 The CMAR shall also indemnify and hold harmless the City of Kingman, the Design Professional, the Owner's representative, any jurisdiction or agency issuing permits for any work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CMAR to faithfully perform the work and all of the work and all of the CMAR's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

11.0.4 The indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of this Agreement.

11.0.5 The CMAR shall have no obligation to indemnify under this contract to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

ARTICLE 12 - GENERAL PROVISIONS

12.0 Contract Documents

12.0.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.0.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in accordance with MAG Section 102.2

12.0.2.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.

12.0.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract.

12.0.3.1 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.0.3.2 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or

other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.0.3.3 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

12.1 Time is of the Essence

12.1.1 City and CMAR mutually agrees that time is of the essence with respect to the dates and times set forth in the Contract Documents. Adjustments to contract time shall be in accordance with Article 4.

12.2 Mutual Obligations

12.2.1 City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.3 Cooperation And Further Documentation

12.3.1 The CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.4 Assignment

12.4.1 Neither CMAR nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.5 Successorship

12.5.1 CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.6 Third Party Beneficiary

12.6.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CMAR and not for the benefit of any other party.

12.7 Governing Law

12.7.1 The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Mohave County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.8 Severability

12.8.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.9 Compliance with Laws

12.9.1 The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees." Under the provisions of A.R.S. §41-4401, CMAR hereby warrants to the City that the CMAR and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

12.9.1.1 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the CMAR to penalties up to and including termination of this Contract at the sole discretion of the City.

12.9.1.2 The City retains the legal right to inspect the papers of the CMAR, any Contractor or Subcontractor's employee who works on this Contract to ensure that the CMAR or Subcontractor is complying with the Contractor Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the CMAR and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The CMAR and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The CMAR and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

12.9.1.3 Neither the CMAR nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CMAR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

12.9.2 The CMAR is hereby advised that the City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the City, to ensure the safety and health of employees working on City projects.

12.9.3 The CMAR shall require a drug free workplace for all employees working under the Contract. Specifically, all employees of the CMAR who are working under a contract with the City shall be notified, in writing, by the CMAR that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Failure to require a drug free workplace in accordance with the Policy may result in termination of the Contract and possible debarment from bidding on future City projects.

12.9.4 The CMAR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CMAR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

12.9.5 The CMAR, will, in all solicitations or advertisements for employees placed by or on behalf of the CMAR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

12.9.6 The CMAR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the CMAR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.9.7 The CMAR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CMAR will furnish to the City all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

12.9.8 In the event of the CMAR's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CMAR may be declared ineligible for further City contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rules or order of the Secretary of Labor, or as otherwise provided by law.

12.9.9 The CMAR will include the provisions of paragraphs 12.9.1 through 12.10.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CMAR will take such action with respect to any subcontractor or purchase order as the Department of Health and Human Services may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided however, that in the event the CMAR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Health and Human Services, the CMAR may request the United States to enter into such litigations to protect the interests of the United States.

12.10 Legal Requirements

12.10.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.10.2 It is not the CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CMAR recognizes that portions of the Construction Documents are at variance therewith, the CMAR shall promptly notify the City in writing, describing the apparent variance or deficiency.

12.11 Independent Contractor

12.11.1 The CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.12 City's Right Of Cancellation

12.12.1 All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.13 Survival

12.13.1 All warranties, representations and indemnifications by the CMAR shall survive the completion or termination of this Agreement.

12.14 Covenant Against Contingent Fees

12.14.1 The CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.15 No Waiver

12.15.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.16 Notice

12.16.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CMAR: Brian Short, 4490 Highway 66, Kingman, AZ 86401 (fax 928-757-8544)

to City: Frank Marbury, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-8118)

Copy to: Jack Plaunty, 3700 E. Andy Devine Ave., Kingman, AZ 86401 (fax 928-753-8340)

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.17 Hazardous Materials

12.17.1 Unless included in the Work, if the CMAR encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

12.17.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas onsite.

12.17.3 An extension of Contract Time may be granted in accordance with Article 6.

12.17.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.18 Traffic Control

12.18.1 CMAR will comply with all City of Kingman and Mohave County traffic barricade requirements and any other traffic control provisions as may be provided in the technical specifications.

12.19 CMAR's Affidavit

12.19.1 CMAR shall submit a signed copy of the CMAR's Affidavit Regarding Settlement of Claims, attached as Exhibit B, prior to final payment.

12.20 Necessary Work Done By City Forces

12.20.1 During the construction of this project, if the CMAR fails to comply with a request of the Inspector or is unable to comply with said request, and it is necessary for City forces to do work that is normally the CMAR's responsibility, the City shall be reimbursed by the CMAR. Each incident requiring work by City forces shall be covered by a separate billing.

12.20.2 The amount of each billing shall be either \$250 or the actual accumulated charges for employees' time, materials, and equipment, whichever is greater. Employees' time will be billed at each individual's hourly rate plus the applicable City overhead rate. Any materials used will be billed at cost. Equipment rates will be based on the most recent schedule of equipment rental rates for force account work, as approved by the Arizona Department of Transportation.

12.21 Equipment Rental Rates For Actual Cost Work

12.21.1 Compensation for equipment used on Actual Cost Work (M.A.G. U.S.S. 109.5.1) shall be paid in accordance with the Arizona Department of Transportation (A.D.O.T.) "Standard Specifications for Road and Bridge Construction," latest edition, Section 109.04(D)(3), except as follows:

The Rate Adjustment factors for year of manufacture shall be as published in the Dataquest Blue Book.

The Regional Adjustment Factor for climate and regional costs shall apply as published in the Blue Book.

Overtime and Shift rates shall be as follows:

- a. Overtime - at the rate of 1/176th of the monthly rate plus operating costs.
- b. Double Shift (16 hours per day) - the first 8-hour shift shall be at 1/176th of the monthly rate plus operating costs; the second 8-hour shift shall be at 50-percent of 1/176th of the monthly rate plus operating costs.
- c. Triple Shift (24 hours per day) - the first two shifts as b). above; the third shift shall be at 50-percent of 1/176th of the monthly rate plus operating costs.

12.21.2 Compensation under these procedures shall apply to CMAR/ subcontractor-owned equipment only. Leased or rented equipment costs will be compensated as specified in A.D.O.T. 109.04(D)(3)(c).

12.22 Shop Drawings

12.22.1 The City shall advise the CMAR for items requiring submittal for review and/or submittal as Product Data.

12.22.2 The CMAR shall prepare and submit shop drawings which show details of all work to insure proper installation of the work using those materials and equipment specified under the approved plans and specifications.

12.22.3 A schedule of shop drawing submissions shall be submitted with the GMP. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and details or the Technical Specifications. The schedule of shop drawing submissions shall include as a minimum, but not limited to the following:

Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- a. All working and erection dimensions.
- b. Arrangements and sectional views.
- c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each Drawing or page shall include:

1. Project name, City of Kingman Project Number and descriptions.
2. Submittal date and space for revision dates.
3. Identification of equipment, product or material.
4. Name of CMAR and Subcontractor.
5. Name of Supplier and Manufacturer.
6. Relation to adjacent structure of material.
7. Physical dimensions, clearly identified.
8. ASTM and Federal Specifications references.
9. Identification of and justification for deviations from the Contract Documents.
10. CMAR's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
11. Location at which the equipment or materials are to be installed.

12.22.4 Location shall mean both physical location and location relative to other connected or attached material. The City will return unchecked any submittal, which does not contain complete data on the work and full information on related matters.

12.22.5 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

12.22.6 The CMAR shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow his suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

12.22.7 If the shop drawings show departures from the Contract requirements, the CMAR shall make specific mention thereof in his letter of transmittal, otherwise review of such submittals by the City shall not constitute review of the departure. Review of the drawings shall constitute review of the specific subject matter for which the drawings were submitted and not of any other structure, materials, equipment, or apparatus shown on the drawings.

12.22.8 The review of shop drawings will be general and shall not relieve the CMAR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the

furnishing of materials or work required by the Contract. No construction called for by shop drawings shall be initiated until such drawings have been reviewed and approved by the City.

12.22.9 The procedure in seeking review of the shop drawings shall be as follows:

- a. The CMAR shall submit three (3) complete sets of shop drawings and other descriptive data with one copy of a letter of transmittal for review by the City. The CMAR shall submit shop drawings to the Engineering Department for the City's review. Drawings submitted for review shall be folded to approximately 9 inches by 12 inches. A full size PDF electronic copy of the drawings shall accompany each submittal.
- b. Drawings or descriptive data will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit," or "Rejected," and one copy with a Letter of Transmittal will be mailed to the CMAR at an address designated by the CMAR.
- c. If a shop drawing or data is stamped "No Exceptions Taken" or "Make Corrections Noted", no additional submittal is required for that shop drawing.
- d. If a shop drawing or data is stamped with any other response, the CMAR shall make the necessary corrections and resubmit the documents, marked with the original submittal number followed by a number or letter indicating the re-submittal number. The letter transmitting corrected documents shall indicate that the documents are resubmittals.
- e. If any corrections, other than those noted by the City, are made on a shop drawing prior to resubmittal, such changes should be pointed out by the CMAR upon resubmittal.
- f. The CMAR shall revise and resubmit the shop drawing as required, until they are stamped either "No Exceptions Taken" or "Make Corrections Noted."
- g. After the CMAR's submittal or resubmittal of shop drawings, the City shall be provided with thirty (30) calendar days for review by the City or Design Professional. Should the review require additional review time above and beyond the stated thirty (30) calendar days, the CMAR may ask for a time extension without monetary compensation, if they can present valid, factual evidence that actual damages were incurred by the CMAR. The City shall determine the amount of the time extension to be awarded the CMAR.
- h. The CMAR shall not install any materials or equipment until the shop drawings have attached either "No Exceptions Taken" or "Make Corrections Noted" status.

12.22.10 The CMAR shall be responsible for all extra costs incurred by the City caused by the CMAR's failure to comply with the procedure outline above. In addition, if any item of material or equipment requires more than three submittals to attain "No Exceptions Taken" or "Make Corrections Noted" status the Design Professional making the review will record the time for reviewing subsequent submittals requiring review and approval and the CMAR shall reimburse the City for the Design Professional's charges for such time. In the event that CMAR requests a substitution for a previously approved item, CMAR shall reimburse City for Design Professional's charges for such additional review time unless the need for such substitution is beyond the control of the CMAR.

12.23 Date Of Final Acceptance And Beginning Of Warranty Period

12.23.1 The date of final acceptance and beginning of the warranty period shall be the date upon which the owner indicates completion and acceptance of the work. This date will represent the completion date for each phase of the project, irrespective of early completion by some subcontractors of their work.

12.23.2 No partial acceptance, no partial Certificate of Substantial Completion and no partial occupancy shall be approved by the City.

12.23.3 Final acceptance will not be issued until all items of work, including punch list items, have been completed.

12.24 Payment For Stored Materials

12.24.1 The City will not pay for materials stored on site unless the material is properly stored, and the material has been paid for. The CMAR shall submit copies of invoices marked, "PAID", or other proof acceptable to the City indicating that the material, has in fact been paid for.

12.24.2 No payments will be made for any material stored offsite, whether it has been paid for or not, unless the location has been agreed upon by the CMAR and the City and the site is properly secured against theft, vandalism, and other losses.

12.25 The Clean Air Act

12.25.1 The CMAR shall comply with the Clean Air Act, as amended (42 USC 1857) and Executive Order 11288; and the Federal Water Pollution Control Act, as amended (33 USC 1251); and all applicable standards, orders and regulations issued pursuant thereto. The Owner agrees to report all violations thereof to the Environmental Protection Agency and specifically to comply with the following:

12.25.1.1 For the purpose of this paragraph, the term "facility" means (1) any building, installation, structure, location or site or operations, (2) owned, leased, or supervised (3) by the Owner or its CMARs and latter's subcontractors (4) for the construction, supply and service contracts entered into by the Owner for the purpose of accomplishing this project.

12.25.1.2 The Owner and CMAR agree to comply with the Clean Air Act and the Federal Water Pollution Control Act during the accomplishment of this project and specifically agree to the following:

12.25.1.3 That any facility to be utilized in the accomplishment of this project is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.2;

12.25.1.4 That in the event a facility utilized in the accomplishment of this project becomes listed on the EPA List, the Government may, inter alia, cancel, terminate for default, or suspend for such failure, in whole or in part, the agreement;

12.25.1.5 That it will comply with all other requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively and all regulations and guidelines issued thereunder;

12.25.1.6 That it will promptly notify the Government of the receipts of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this project is under consideration for listing on the EPA List of Violating Facilities;

12.25.1.7 That it will insert in any of its contracts and require insertion in subcontracts entered into for the purpose of accomplishing this project, unless otherwise exempted pursuant to the EPA regulations implementing the Clean Air Act and the Federal Water Pollution Control Act (40 CFR, Part 15.5e) provisions which shall include the criteria and requirements set forth in this paragraph, including this Subparagraph (5).

12.25.1.8 All pertinent rules and regulations issued under and pursuant to the National Environmental Policy Act of 1969 as amended (P.L. 90-190) (42 USC 4321); the National Historic Preservation Act of 1966 (80 Stat. 16 USC 470); the Wild and Scenic Rivers Act P.O. 90-542 as amended, and Executive Order No. 11593 of May 31, 1971.

12.26 Project Closeout

12.26.1 Prior to the final payment to the CMAR, the CMAR shall furnish to the City Project Representative for review the following written guarantees, warranties, manuals and equipment lists.

WRITTEN GUARANTEES

- CMAR - One (1) year.
- Asphalt paving, coatings, earthwork, and all other subcontractors - One (1) year.
- Any special guarantees, period called out in applicable Special Provisions

12.27 Approved Applicators

12.27.1 Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the CMAR's responsibility to ensure that any Subcontractors used for such work be approved applicators.

12.28 Progress Meeting

12.28.1 At a time designated by the City, a Weekly Progress Meeting will be held at the job site. The CMAR, together with representatives of his major Subcontractors, shall attend, as will the City. The CMAR shall be responsible for notifying the Subcontractors of their required attendance. The purpose of these meetings is to discuss the job progress, and to resolve any problems that may have developed since the last meeting. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

12.29 Asbestos-Free Facility Material Certification

12.29.1 The installation or use of any materials containing a detectable quantity of asbestos for this project is strictly prohibited. A detectable quantity of asbestos is defined as any detectable amount of asbestos using the method specified in Appendix A, subpart F of 40 CFR Part 763 Section 1, Polarized Light Microscopy.

12.29.2 The CMAR is responsible for certifying that all materials installed and used for this project are free of any detectable quantities of asbestos. The certification is included as Exhibit C and covers all work and materials provided by the CMAR, his subcontractors or others under the direction of the CMAR. This certification must be signed, notarized and submitted prior to final payment.

12.29.3 The asbestos material prohibition shall supersede any material that might inadvertently be specified in the project plans. The City or his representative shall be notified in writing 7 days prior to ordering any material that may contain detectable asbestos if the Approved Plans specify the use of such a material. The City or its representative shall have the discretion to prohibit the use of any material containing detectable asbestos and shall approve or disapprove associated changes in costs. Should the CMAR install material containing detectable asbestos without notifying the City or his representative, the CMAR shall remove and replace such material with material not containing asbestos at no cost to the City.

12.30 Arizona Pollutant Discharge Elimination System (AZPDES)

12.30.1 This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) storm water requirements under the Arizona Department of Environmental Quality's (ADEQ) General Permit for Discharge from Construction Activities to Waters of the United States (Permit). Under provisions of the Permit, the CMAR shall be designated as the site operator who has day-to-day operational control of those activities at the project which are necessary to ensure compliance with the storm water pollution prevention plan or other Permit conditions. The CMAR shall be responsible for providing necessary materials and for taking appropriate measures to minimize pollutants in storm water runoff from the project.

12.30.2 The CMAR shall be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) for the construction project.

12.30.3 The SWPPP shall be submitted to the City for approval prior to commencing construction. The SWPPP will be reviewed by the City only to ensure that it includes the information required by the Permit. Development and compliance with other components of the SWPPP are solely the CMAR's responsibility. The City's approval of the SWPPP applies only to its contents and is neither comprehensive nor does it make the City responsible for the CMAR's noncompliance. Upon approval, the City will partially prepare a Notice Of Intent (NOI) and give it to the CMAR. The CMAR shall complete, certify and submit the NOI to the ADEQ with a copy to the City. In addition, the CMAR shall submit a written certification to Engineering Construction that the NOI has been sent to the ADEQ. This certification shall be received no later than three (3) working days prior to commencing construction. The ADEQ address is:

Surface Water Permits Unit (M05415B-3)
ADEQ - Water Permits Section
1110 W. Washington Street
Phoenix, AZ 85007

12.30.4 If required for any of the projects, the lump sum bid item for "AZPDES Permit Compliance" listed in the GMP shall include all material, labor, and other incidental costs related to; (1) Preparing, updating, and changing the SWPPP; (2) Installation and maintenance of all structural and non-structural BMPs either identified in the SWPPP or specified by the City in the bid document; (3) all clean-up and disposal costs associated with clean-up and repair following storm events and other runoff or releases on the project; (4) Implementation and maintenance of other activities identified in the SWPPP (i.e. inspections, record keeping); (5) Preparation of the Notice of Intent and Notice of Termination. No additional payments will be made for these items.

12.30.5 It is the CMAR's responsibility to perform inspections of all storm water pollution control devices on the project in accordance with Permit requirements. The CMAR is also responsible for maintaining those devices in proper working order, including cleaning and/or repair. No separate payment will be made for such inspections, cleaning or repair.

12.30.6 All SWPPP reports required under this contract shall be made available to the public in accordance with the requirements of Section 308 (b) of the Clean Water Act. The storm water regulations require that the records be maintained at the construction site or that notice be provided indicating where the records are kept.

12.30.7 No condition of the AZPDES Permit shall release the CMAR from any responsibilities or requirements under other environmental statutes or regulations.

12.30.8 Within 30 calendar days after completion of all work (including final stabilization when applicable) the CMAR shall submit a completed and signed Notice of Termination (NOT) form to the ADEQ with a copy to the City, thereby terminating all AZPDES Permit coverage for the project. The City of Kingman will not be responsible for filing on behalf of the CMAR.

12.31 Temporary Utilities For Construction

12.31.1 "Temporary utility service" shall be defined as any utility service or usage by the CMAR prior to Final Acceptance of the Project by the City. For convenience, temporary utility services are classified as either "Type 1" or "Type 2". A "Type 1" service is a utility service established by the CMAR for his use during construction, which service will not become part of the permanent utility service lines for the facility. A "Type 2" service is a utility service line and/or meter, which will become part of the utility service lines for the facility. Any use of a Type 2 service or meter by the CMAR prior to final acceptance of the facility by the City is included in the definition of "temporary utility service". The CMAR shall be required to install and maintain both Type 1 and Type 2 temporary utility services as necessary for execution of the work under this contract.

12.31.2 In the case of Type 1 services, it shall be the CMAR's sole responsibility to make all arrangements as necessary for electric, telephone, gas, cable, water, and other utility services, as necessary for execution of the project work. The CMAR's responsibility shall include the setting of temporary power and telephone poles, the temporary extension of utility lines, and installation of meters. The CMAR shall pay all deposits, installation fees, service charges, usage charges, monthly flat rates, and all other expenses associated with such service for the duration thereof.

12.31.3 For Type 2 services, the CMAR shall install the service lines and meters for the facility as required by the project plans and specifications.

12.32 Utility Lines, Poles And Pedestals

12.32.1 CMAR is advised that work on this project is expected to require coordination with Utility Companies who own and operate both overhead and underground lines and poles. The coordination may include, but not be limited to the following activities; pedestal relocation, pole bracing, de-energizing of lines, and other temporary and permanent relocations. CMAR is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what temporary actions the Utility Company must take and the costs related to those actions. The CMAR shall include these costs in the GMP. CMAR will not be responsible for any local utility company costs for permanent relocation.

12.32.2 The primary and the backup representatives for this review and cost determinations are as follows:

<u>COMPANY</u>	<u>PERSONNEL</u>	<u>OFFICE PHONE</u>
Frontier Communications	Patricia VanWormer	928-757-0274
UniSource Electric Services	Marvin Yarbrough	928-681-8928

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the effective date.

CITY OF KINGMAN, ARIZONA

Attest:

Richard Anderson, Mayor

Sydney Muhle, City Clerk

DESERT CONSTRUCTION, INC.

Brian Short, Vice President

STATE OF ARIZONA)

County of Mohave)

)ss
)

The foregoing instrument was subscribed and sworn to before me this 6
day of May, 2016, by Brian Short.

Christine Ruiz
Notary Public

My Commission Expires:

3.21.19



EXHIBIT A
APPROVED GMP PROPOSAL
(WITH ATTACHMENTS)

EXHIBIT B

SETTLEMENT OF CLAIMS

**CITY OF KINGMAN, ARIZONA
PROJECT NO. ENG16-0003**

**CMAR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

Date: _____

Project No.: ENG16-0003

To the City of Kingman, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right-of-lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Kingman against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20_____.

DESERT CONSTRUCTION, INC.

Brian Short, Vice President

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 20____, by_____.

Notary Public

My Commission Expires:



Stockton Hill Rd. (Detroit to Airway) overlay project - with additional work on Detroit

Description	Quantity	Unit	Unit Price	Unit totals	Comments
Mill 2" below curb	26,910	SY	\$1.58	\$42,517.80	
2" overlay w/forta-fi	26,910	SY	\$15.50	\$417,105.00	Including tack coat
Fog Seal	450	SY	\$2.00	\$900.00	
Water valve adjustments	26	EA	\$700.00	\$18,200.00	
Water Service Abandon	1	LS	\$5,000.00	\$5,000.00	
Bullnose Relocate	1	LS	\$4,000.00	\$4,000.00	
Manhole adjustments	12	EA	\$700.00	\$8,400.00	
Survey monuments	3	EA	\$200.00	\$600.00	
Crack repairs S. I-40	20	EA	\$300.00	\$6,000.00	
6'X50' Quadropole loops	10	EA	\$920.00	\$9,200.00	
6'X70' Quadropole loops	5	EA	\$1,150.00	\$5,750.00	
Thermoplastic right turn arrow	12	EA	\$115.00	\$1,380.00	
Thermoplastic left turn arrow	25	EA	\$115.00	\$2,875.00	
Combination left/thru thermoplastic	2	EA	\$161.00	\$322.00	
Combination right/thru thermoplastic	3	EA	\$161.00	\$483.00	
"ONLY" Symbol thermoplastic	18	EA	\$126.50	\$2,277.00	
White 12" thermoplastic line	2,658	LF	\$1.73	\$4,598.34	
White 12" paint line	3,550	LF	\$0.86	\$3,053.00	
4" White paint 10/30 skip line	6,230	LF	\$0.29	\$1,806.70	
4"X4"X4" Double yellow paint	1,050	LF	\$0.58	\$609.00	
Obliterate Symbol	8	EA	\$345.00	\$2,760.00	
Traffic control	1	NTE	\$56,511.00	\$56,511.00	
Trucking for milling	220	HR	\$100.00	\$22,000.00	
Testing	1	LS	\$10,350.00	\$10,350.00	
Mobilization	1	LS	\$7,875.00	\$7,875.00	
Pollution Insurance Requirement	1	LS	\$3,797.76	\$3,797.76	
Bond	1	LS	\$8,563.89	\$8,778.41	
			Subtotal	\$647,149.01	
			Tax %	5.4275%	City of Kingman Tax Rate
			Total	\$682,273.02	
Contingency - Contractor				\$20,000.00	
Contingency - Owner				\$40,000.00	
GMP including contingency				\$742,273.02	



Desert Construction, Inc.

LIC. NO. 073609 GEN. A

Serving Kingman Since 1965

Stockton Hill Rd (Detroit to Airway) overlay

Exclusions of Desert Construction, Inc.

Does not include repair on any existing conditions in the signal control box, painted curb or bull nose, repair on any existing curb damage. Please note inclement weather will effect scheduling.



Desert Construction, Inc.

LIC. NO. 073609 GEN. A

Serving Kingman Since 1965

Asphalt Paving Breakdown

2" Asphalt laid	\$11.50 per sq yd
Forta Fiber including road grid	\$1.50 per sq yd + 15% (\$1.73)
Tack Coat	\$1.00 per sq yd + 15% (\$1.15)
Hardship and Risk	<u>\$1.12 psy</u>
	<i>\$15.50 psy</i>

SCHEDULE

DATE _____

PROJECT STOCKING FILE

$$H^1(X, \mathbb{Z}) \cong \mathbb{Z}^2$$

DESCRIPTION

[illegible]

LOVER MARK-DOES
= VAMER VAMES

SULLIVAN, JEFFREY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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BULLDOSE KEYS
WATER METER AFFIDAVIT

	F
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WITNESSES

[illegible]

MILL EXTING AC

WETA 1-0000

CLACK RENA

PLACE AC

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1130

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CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Tina D. Moline, Financial Services Director

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Recommendation from the Tourism Development Commission (TDC) for the final payment to Kingman Visitor Center, Inc. for tourism services

SUMMARY:

The Kingman Visitor Center, Inc. receives a quarterly payment from the City upon submission and acceptance of the tourism quarterly report. The most recent quarterly report was submitted and accepted by TDC at the May 5, 2016 regular meeting and is attached for your review.

It is important to mention that this will be the final payment to the Kingman Visitor Center, Inc. as the City has created an internal Tourism Department that will begin operations in FY17.

It is also important to mention that the Kingman Visitor Center, Inc.'s payment request is for \$22,949.45 which is comprised of a one-month (June) prorated final fee and reimbursement of cooperative marketing initiatives.

FISCAL IMPACT:

The \$22,949.45 payment is appropriated within the FY2015-16 TDC budget.

STAFF RECOMMENDATION:

Staff supports the TDC recommendation for Council approval of the final payment to Kingman Visitor Center, Inc. for tourism related services.

ATTACHMENTS:

Description

Kingman Visitor Center, Inc. Quarterly Report

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Moline, Tina	Approved	5/9/2016 - 5:39 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:22 PM
City Manager	Moline, Tina	Approved	5/9/2016 - 7:40 PM



Kingman Visitor Center

*Heart of Historic Route 66
America's Route to Grand Canyon West, Home of the Skywalk™*

120 W. Andy Devine Ave
Kingman, AZ 86401

April 28, 2016

Re: January, February, March 2016 Quarterly Report

Honorable Mayor, Council and Tourism Development Commission,

In this report, you will find a review and comparison of numbers for the months of January, February, March 2016, as well as activities, marketing, and financial reports for the Kingman Visitor Center.

With this report, we respectfully request the final quarterly payment of Fiscal Year 2015/2016. Because we will discontinue operations after June 30, this request is prorated for the month of June only to \$17,125.

Also included in this report, are the remaining expenses for our Cooperative Marketing initiatives, which total \$5,824.45 (see pages 34 & 35):

- \$3,000 for Jim Hinckley's travel expenses to the Route 66 Convention in Elkhart Illinois, October 2015.
- \$2,149.98 for Jim Hinckley's air fare expense to the European Route 66 Festival to be hosted in Stuttgart, Germany July 15-17, 2016.
- \$1,329.42 (\$916.71 printing + \$426.08 distribution) for half of cooperative project with the Mohave Museum of History & Arts. This included 20,000 prints of the Downtown Walking Tour Map plus distribution in Kingman and at the Laughlin Mall.

This will be our final funding request to this Commission, which totals \$22,949.45.

Respectfully Submitted,

Joshua Noble
President & CEO
Kingman Visitor Center, Inc.

COUNTS

The Kingman Visitor Center was open 89 days for 798 hours January through March 2016.

Walk-ins: For the months January through March 2016, walk-ins totaled 2,525. This is flat when compared with the last two years (0.4% increase over 2015, and 1.1% increase over 2014).

Motor-coach and Group visitation: 121 groups visited the Powerhouse for the quarter, a 98% increase from the same period in 2015 (with 61 visits), and 169% increase over the same period in 2014 (45 visits). Most of these groups were small (8 to 12 people), single day tours from Las Vegas or Laughlin, NV.

Guest Book Entries: Visitors represented in the guest book for January through March 2016 totaled 1,860 parties and 4,320 individuals. This represented a 4% increase in guest book entries and average party size remained about the same (2.3 vs 2.2 last year). The top 10 domestic and international sources are in Figures 2 & 3. See Figure 4 for an aggregate of guest book entries the quarter.

Tourist Information Packet Requests: We mailed out 3,010 packets this quarter to contacts derived from direct calls, our website and advertising leads sources, 18 of which returned as undeliverable. In 2015, we mailed out 2,708 over the same months.

Room Revenues: The City of Kingman Finance Department reported \$89,128 in adjusted revenues for November, December and January 2015/16 (the latest available data at the time of this report). This represents a 5.4% increase from in 2014/15 (\$84,582) and a 21% increase over 2013/14 (\$73,586). See figure 6. For the same period, the State of Arizona reported at 1.1% increase over 2014/15 and 19% increase over 2013/14. See figure 7.

Hotel RevPAR: STR, Inc reported an average RevPAR of \$41.85 for January, February and March 2016. This represents an increase of 5.1% over 2015 and 22% over 2014. See figure 8.

Hotel Occupancy: STR, Inc reported an average occupancy of 62.5% for the three months of January, February and March 2016. This represents an increase of 0.9% over 2015 and 7.4% over that of 2014. *Hotel data are custom sets for Kingman, AZ representing more than two thirds of the hotel rooms in Kingman.* See figure 9.

Web Site: According to Google Analytics, traffic on the website and mobile site rose by 13.4% October 2015 through March 2016 in unique visitation and 13.5% in visitation overall compared to the same six month period a year ago. Mobile traffic (including mobile use on the full website and mobile site) totaled 42% of all traffic, compared to 34% last year. Bounce rate averaged 57% and average time on site was 2 minutes 17 seconds while visiting 2.4 pages on average. Alexa (3 months trend ending 4/18/16) reported a 4 minutes 44 second average visit time, visiting 3.6 pages on average with a 38% bounce rate. See figures 12 to 18 on pages 7 and 8.

Social Media: The Kingman Visitor Center ended the quarter with 7,206 fans on Facebook (up from 7,035 at the end of last quarter). This quarter, we began following travel bloggers and influences to increase our Twitter reach and have exceeded 1,000 followers.

ADVERTISING/MARKETING & PROMOTIONS
advertisement illustrations can be found at the end of this report

Arizona Office of Tourism Cooperative Marketing Projects:

2016 AZ Highway Map: The map has a circulation of 510,000. We participated with a 1/2 page ad.

2016 AOSVG (Arizona Official State Visitor Guide): Annual Arizona Office of Tourism publication has a distribution of 450,000 and provides lead service. We participated with a 1/2 color ad and received 29 leads for the quarter (down 48% from last year).

VisitArizona.com: This is Arizona's official travel information on-line resource. We continued participation in a ROS (run-of-site) media campaign for the month of February and March. We received 13,591 Events targeted and 20,539 ROS impressions for the month of February and 13,075 Events targeted and 19,464 ROS impressions for the month of March.

Sojern: Sojern utilizes automated buying technology as well as airlines and hotels first-party data to precisely target confirmed Arizona travelers with display banners. This mobile marketing campaign with event tracking cookies geo-targets travelers accessing the web via nearby airports. We bought in at the 400,000 impressions level for the months of February and March. The landing page for this campaign was www.66on66.com, a Route 66 90 year celebration.

Millennial Media: Millennial Media behaviorally and demographically targets consumers on their mobile devices via cost per click banners. Nationally, the focus is on Phoenix, Tucson, Los Angeles, Las Vegas and San Diego. We bought in at the 22,222 clicks level for February, March and April 2016. The campaign landing page was 66on66.com, a Route 66 90 year celebration.

True West, April Travel Issue: Reaching Western enthusiasts for 60 years, True West has a targeted distribution of 62,000 and has lead service. We participated with a 1/2 page ad.

American Bus Association Marketplace: Held in Louisville, KY on January 9-12, we had 18 appointments with tour operators. This show helps us keep Kingman information in front of the motorcoach industry, we alternate presence at this show with NTA along with other Arizona communities (Prescott, Sedona, Flagstaff).

GoArizona.com: We received 383 leads from GoArizona.com for the quarter, representing 29% of our mailed packets. This compares to 368 leads from GoArizona.com in 2014 for the same period (representing 20% of our total leads).

GoKingman.com: For the quarter, the site and mobile site combined had 45,771 visitors, an increase of 9.7% from the same period last year. It generated 138 e-mail requests for information (down 16% from 164 in 2014) and 295 unique digital information packet downloads occurred for the quarter (down 27% from 405 in 2014).

Grand Canyon Trip Planner: The Vacation Planner is mailed out to all online audience requests at MyGrandCanyonpark.com. The back cover is typically \$2,500, Kingman was offered a discounted rate of \$2,000 to pick up our ad copy in the 2016 Grand Canyon Journal. They produced 5,000 in 2015, and ran out earlier than anticipated. Production for 2016 will be increased to 6,500.

Grand Circle Association: Kingman provided brochures for their Los Angeles Travel & Adventure Show booth February 27-28.

Groupon: Staff coordinated with the Mohave Museum staff to offer a guided tour Groupon package of the Museums for groups of specified sizes (beginning in March).

KingmanCircle.com: KingmanCircle has developed a discount and specials page on their website with offerings from their membership. The Visitor Center co-oped to insert 1,000 KingmanCircle informationals into our mailed fulfillment guides.

Kingman Fulfillment Brochure: An additional 40,000 fulfillment brochures were printed this quarter to begin distribution in the Las Vegas area with Certified Folder Distribution Service (picking up an additional 275 sites) starting in March and ending in August.

ADVERTISING/MARKETING & PROMOTIONS
continued

Kingman Dining Guide: The first full color, to scale Kingman dining guide was printed this quarter with a distribution of 25,000. It replaced the single color print and better positions ad spaces, which completely cover the cost of printing. This piece is also distributed by Certified Folder in Kingman and at the Laughlin Mall.

Kingman Daily Miner: A business-card-sized ad in the monthly Downtown Merchants' section and a 10 column inch advertisement every other Tuesday (expired in February).

Mygrandcanyonpark.com: This on-line presence for travelers considering a Grand Canyon vacation is the on-line companion to Grand Canyon Journal and provides leads. We received 1410 leads from this site (nearly flat when compared to the same months in 2015 at 1,423), representing 53% of our mailed packets.

Northwest Arizona - *Where Adventure, Fun & History Meet!*: The second print run of 40,000 Northwest Arizona guides was completed in January, 2016.

Walking Tour Guide: We co-oped with the Mohave Museum of History & Arts for a second 20,000 print run of Historic Downtown Walking Tour Guides. This piece is also distributed by Certified Folder in Kingman and at the Laughlin Mall.

ADVERTISING/MARKETING & PROMOTIONS
media assistance

Media assistance & follow-ups:

Jan 1-2 - Katherine Belarmino blogger at katherinebelarmino.com was hosted at Hill Top Motel, Arizona Route 66 Museum, Desert Diamond Distillery, Stetson Winery, and Cella Winery. This resulted in four blog postings with compelling imagery at www.passportsandcotails.com and at www.katherinebelarmino.com. Resultant postings are included in the report on pages 27-33:

- Get your sips on Route 66: Kingman Arizona Wineries (Feb 4)
- Happy 90th Anniversary to Route 66! (Feb 15)
- A Tasting Tour of Kingman's Craft Desert Diamond Distillery (March 3)
- Things to Do in Kingman Arizona on Old Route 66 (March 21)

Jan 7: Armin Moller (hosted for lunch 01-02-16 at Hot Rod's Café and AZ Rt 66 Museum) released an article in *Clever Reisen*, the leading German travel magazine for practical travelling with a circulation of 50,000, 4x a year. The article included information on Kingman. See page 26.

Jan 15-16: Anne Mikél Jensen on assignment for Politiken (largest Danish Newspaper with prominent online presence) hosted at KOA, Dambar & Steakhouse, Kingman's Museums, Keepers of the Wild and at the Grand Canyon Caverns.

Jan 18: KTAR News (PHX) Brian Rackham interviewed Joshua on the appeal of Route 66.

Feb 9-10: Gerard Ramalho of Las Vegas News 3 ran a story on Route 66, themed "Secret & Undiscovered Locations". We consulted with Jim Hinckley to assist with the story.

Feb 16 – 18: French journalist, Brigitte Baudriller, and photographer, Eric Martin with Le Figaro Magazine hosted at the Quality Inn of Kingman, Dambar & Steakhouse, Mattina's, Arizona Route 66 Museum, and Kingman Airport Café. The article was to cover the 90th year of Route 66. A resultant article covering the media tour was published in the Kingman Daily Miner, see page 24.

Mar 1: Mainichi Broadcasting System (MBS) Prime-time, nationwide in Japan 5 million + views. Shoot locations suggested included the Powerhouse, Canyon 66 Restaurant, Dambar & Steakhouse, Hot Rod Café, Mr D's Route 66 Diner, Rutherford's Route 66 Family Diner.

Mar 31: The Kingman Visitor Center shipped donated merchandise from our gift shop and the Route 66 Association Memory Lane Gift Shop for Route 66 "Lucky Draw" gift baskets at AOT's China Mission in Beijing and Shanghai the week of April 18.

OTHER PROJECTS

Salesforce Force.com platform trial period started. We began trying a Salesforce.com subscription to help identify associations and trends between our markets and other quantifiable data we collect. This is an explorative process.

SNORE location exploration: Staff continued researching locations for a future SNORE racing event in the Kingman area. Bennett Bratley, Marianne Salem, and John Kirby have been other partners in this effort. Locations we have investigated have included City land near Kingman Airport, BLM land near Whitehills, and County land near Yucca. No suitable location has been determined.

The Mother Road Buck, a cooperative PR project in conjunction with the Historic Route 66 Association of Arizona was completed in time for a launch this quarter. The MRB was heavily influenced by the Disney Dollar, the Burkshare (a local currency and economic tool in Berkshire County, Mass. <http://www.berkshares.org/>), and the *Bolero Dinero* released in Tubac, AZ in 2015. It is a gift certificate valued at one dollar with partners along Route 66

Best of the West on Route 66 Fest: Monthly meetings began being held every first Tuesday of the month. Event planning continues to be under progress.

Website redesign launched and includes transitioning to a dynamic site and adding features such as social media and review site feeds, an interactive map, itinerary building, and adding event tracking to all pages in the website. The redesign should be complete by early to mid June.

Greater Western Chapter of TTRA: Joshua attended the Travel & Tourism Research Association 2016 Conference Feb 10-12 in Scottsdale, AZ. This provided valuable information for collecting, compiling and reviewing visitor data. It included presentations such as "Leveraging travel data to debunk travel myths", "How do people consume travel information", "Do mega events help with long term visitation", "Making sense of the shared economy", and "Climate Change and Western Tourism", the last of which was presented by the keynote speaker Steven Running a Nobel Laureate in the field of climatology.

2016 Kingman Visitor Survey launched in March after attending the TTRA Conference. The survey instrument was partially based on the 2010/11 Community Visitor Survey drafted by NAU with added questions about events and attractions and dropped questions about personal information that people generally shy away from answering. Surveys began to be collected at 8 properties in Kingman.

Route 66 Museum multilingual pamphlet program has been launched. We're seeking assistance with translating the Arizona Route 66 Museum signage into other languages for our non-english speakers. We have volunteers lined up for German, French, Dutch, Korean, Japanese and Spanish. Largely this assistance is from the International Route 66 community. We're also looking for assistance to translate into Czech, Chinese, Portuguese and Italian.

City Tourism Department: Staff compiled a transition list, job descriptions, Tourism Department Budget Priorities & FY2016/2017 Budget, and Performance Metrics for the new department.

FIGURES - VISITOR WALK-IN & GUEST BOOK COUNTS

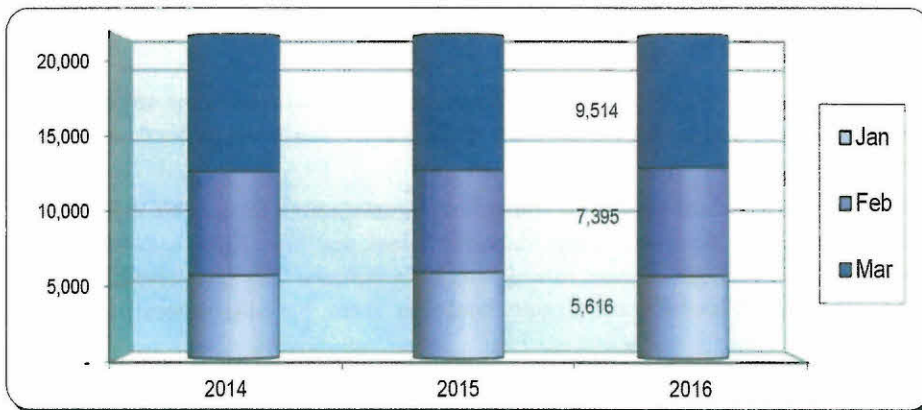


Figure 1
Powerhouse Visitor Center
walk in counts

Figure 2: Top 10 Domestic sources of guest book entries

2015 Q1 Guest Book Top 10 United States					
	Party Size	Parties	Individuals	State	% of Total
Ave	2.0	688	1459	Top 10	38%
1	2.2	134	357	CA	7.5%
2	2.0	119	236	MN	6.7%
3	2.1	96	197	AZ	5.4%
4	2.1	61	124	WI	3.4%
5	2.0	58	119	WA	3.2%
6	2.1	53	105	MI	3.0%
7	2.2	52	111	NV	2.9%
8	1.9	48	92	OR	2.7%
9	1.8	34	60	CO	1.9%
10	1.7	33	58	UT	1.8%

2016 Q1 Guest Book Top 10 United States					
	Party Size	Parties	Individuals	State	% of Total
Ave	2.2	811	1800	Top 10	44%
1	2.4	183	437	CA	9.8%
2	2.3	123	267	AZ	6.6%
3	2.2	96	208	MN	5.2%
4	2.6	75	185	NV	4.0%
5	2.5	72	173	WI	3.9%
6	2.0	65	127	WA	3.5%
7	2.2	65	137	MI	3.5%
8	2.0	49	95	OR	2.6%
9	1.9	43	87	CO	2.3%
10	2.1	40	84	IL	2.2%

Figure 3: Top 10 International sources of guest book entries

2015 Q1 Guest Book Top 10 International					
	Party Size	Parties	Individuals	Country	% of Total
Ave	2.6	550	1254	Top 10	31%
1	2.2	350	754	Canada	19.6%
2	2.1	38	80	Germany	2.1%
3	2.3	32	74	Australia	1.8%
4	2.2	31	69	UK	1.7%
5	2.7	29	79	Brazil	1.6%
6	1.9	19	36	France	1.1%
7	2.5	15	37	China	0.8%
8	2.8	12	33	Argentina	0.7%
9	5.7	12	68	Japan	0.7%
10	2.0	12	24	Netherlands	0.7%

2016 Q1 Guest Book Top 10 International					
	Party Size	Parties	Individuals	Country	% of Total
Ave	2.5	460	1125	Top 10	25%
1	2.3	250	586	Canada	13.4%
2	2.9	35	103	China	1.9%
3	2.8	38	107	Australia	2.0%
4	1.9	31	60	UK	1.7%
5	2.5	15	38	Argentina	0.8%
6	2.4	36	88	Germany	1.9%
7	2.4	19	45	Brazil	1.0%
8	2.7	22	59	France	1.2%
9	3.4	8	27	New Zealand	0.4%
10	2.0	6	12	Italy	0.3%

FIGURES - 2016 Q1 GUEST BOOK FINAL RESULTS

2016 Q1: January - March

2016 Q1: January - March					2016 Q1: January - March						
party size	parties	indiv	entries missing states	percent of total		party size	parties	indiv	entries missing countries	percent of total	
Ave 2.2	1301	2871	United States	69.9%		Ave 2.6	557	1424	2	29.9%	
2.3	1358	2954	sum of DC & states	69.2%		P size	Parties	Indiv	Country	% of T	
2.5	25	63	Kingman local	3.4%		2.3	250	586	Canada	13.4%	
P Size	Parties	Indiv	State	State2	% of T	2.9	35	103	China	1.9%	
2.4	183	437	CA	California	23.5%	3	28	36	107	Australia	2.0%
2.3	123	267	AZ	Arizona	14.4%	4	1.9	31	60	United King	1.7%
2.2	96	208	MN	Minnesota	11.2%	5	2.5	15	38	Argentina	0.8%
2.6	75	185	NV	Nevada	9.9%	6	2.4	36	85	Germany	1.9%
2.5	72	173	WI	Wisconsin	9.3%	7	2.4	19	45	Brazil	1.0%
2.0	65	127	WA	Washington	6.8%	8	2.7	22	69	France	1.2%
2.2	65	137	MI	Michigan	7.4%	9	3.4	8	27	New Zealand	0.4%
2.0	49	95	OR	Oregon	5.1%	10	2.0	6	12	Italy	0.3%
1.9	43	87	CO	Colorado	4.7%	11	2.7	3	8	Peru	0.2%
2.1	40	84	IL	Illinois	4.5%	12	1.5	2	3	Austria	0.1%
2.2	37	84	OH	Ohio	4.5%	13	2.5	2	5	Chile	0.1%
2.1	37	81	TX	Texas	4.4%	14	2.3	7	16	Denmark	0.4%
2.2	33	72	NY	New York	3.9%	15	5.0	6	30	Japan	0.3%
2.2	31	65	IA	Iowa	3.5%	16	2.3	6	14	Netherlands	0.3%
2.2	20	61	UT	Utah	3.3%	17	2.2	6	13	Spain	0.3%
2.2	19	41	AK	Alaska	2.2%	18	2.1	10	21	Switzerland	0.5%
2.0	19	36	FL	Florida	1.9%	19	3.5	2	7	Taiwan	0.1%
1.8	19	35	ID	Idaho	1.9%	20	3.0	2	6	Colombia	0.1%
2.2	16	34	PA	Pennsylvania	1.8%	21	2.0	1	2	Czech Rep	0.1%
1.7	16	30	SD	South Dakota	1.6%	22	2.0	1	2	Ecuador	0.1%
2.0	15	27	MT	Montana	1.5%	23	12.0	1	12	Egypt	0.1%
2.2	14	30	NM	New Mexico	1.6%	24	2.0	1	2	Estonia	0.1%
2.1	14	31	IN	Indiana	1.7%	25	1.0	1	1	Finland	0.1%
1.6	14	24	ME	Maine	1.3%	26	2.0	1	2	Israel	0.1%
2.4	14	35	ND	North Dakota	1.9%	27	3.0	2	6	Lithuania	0.1%
2.4	12	27	NE	Nebraska	1.5%	28	4.3	3	13	Mexico	0.2%
1.6	12	21	MA	Massachusetts	1.1%	29	10.5	4	42	Norway	0.2%
2.4	11	26	VA	Virginia	1.4%	30	4.0	1	4	Paraguay	0.1%
2.4	11	26	OK	Oklahoma	1.4%	31	1.0	1	1	Poland	0.1%
2.6	10	24	AL	Alabama	1.3%	32	1.5	2	3	Russia	0.1%
1.8	10	16	WY	Wyoming	0.9%	33	2.0	1	2	Serbia	0.1%
2.6	9	23	MO	Missouri	1.2%	34	3.3	3	10	Singapore	0.2%
2.1	9	20	TN	Tennessee	1.1%	35	3.5	2	7	Slovakia	0.1%
2.1	9	19	GA	Georgia	1.0%	36	4.0	1	4	South Korea	0.1%
2.5	8	22	SC	South Carolina	1.2%	37	2.1	8	17	Sweden	0.4%
2.4	8	20	NJ	New Jersey	1.1%	38	1.0	1	1	Thailand	0.1%
2.0	7	15	NC	North Carolina	0.8%	39	2.0	1	2	Belgium	0.1%
1.7	6	10	MS	Mississippi	0.5%	40		0	0	Bermuda	
1.8	5	13	HI	Hawaii	0.7%	41		0	0	Bulgaria	
1.3	5	10	KS	Kansas	0.5%	42	5.0	2	10	Costa Rica	0.1%
2.2	5	12	LA	Louisiana	0.6%	43		0	0	Croatia	
1.4	5	10	MD	Maryland	0.5%	44		0	0	Curaçao	
1.4	5	11	NH	New Hampshire	0.6%	45		0	0	Dubai	
0.7	5	10	CT	Connecticut	0.5%	46		0	0	El Salvador	
2.5	4	10	KY	Kentucky	0.5%	47		0	0	Greece	
2.0	3	8	AR	Arkansas	0.4%	48		0	0	Guatemala	
1.2	3	5	VT	Vermont	0.3%	49		0	0	Honduras	
1.7	3	8	WV	West Virginia	0.4%	50		0	0	Hong Kong	
1.0	2	6	RI	Rhode Island	0.3%	51	3.0	1	3	Hungary	0.1%
1.3	1	4	DE	Delaware	0.2%	52	4.0	1	4	Iceland	0.1%
0.7	1	2	DC	Dist of Columbia	0.1%	53		0	0	India	
						54	2.0	1	2	Indonesia	0.1%
						55	2.0	2	4	Ireland	0.1%
Ave 2.4	250	594	Canada	no errors	13.4%	56		0	0	Kenya	
2.4	250	594	sum of provinces	13.4%		57	1.0	2	2	Latvia	0.1%
P Size	Parties	Indiv	Prov	Prov2	% of T	58		0	0	Lebanon	
2.0	60	122	AB	Alberta	6.6%	59		0	0	Liechtenstein	
2.3	53	124	BC	British Columbia	6.7%	60		0	0	Luxembourg	
2.0	12	24	MB	Manitoba	1.3%	61		0	0	Madagascar	
2.6	7	18	NB	New Brunswick	1.0%	62		0	0	Malaysia	
3.0	1	3	NL	Newfoundland	0.2%	63	2.0	1	2	Morocco	0.1%
2.1	9	19	NS	Nova Scotia	1.0%	64		0	0	Nepal	
0	0	0	NT	Northwest Territories		65		0	0	Nigeria	
0	0	0	NU	Nunavut		66		0	0	Pakistan	
2.2	62	138	ON	Ontario	7.4%	67	4.0	1	4	Panama	0.1%
0	0	0	PE	Prince Edward Island		68		0	0	Philippines	
3.5	31	108	QC	Quebec	5.8%	69		0	0	Polynesia	
2.6	14	36	SK	Saskatchewan	1.9%	70	1.3	3	4	Portugal	0.2%
2.0	1	2	YT	Yukon	0.1%	71		0	0	Puerto Rico	
						72		0	0	Romania	
						73		0	0	Slovenia	
						74		0	0	South Africa	
						75		0	0	Sri Lanka	
						76		0	0	Suriname	
						77		0	0	Tahiti	
						78		0	0	Turkey	
						79		0	0	Ukraine	
						80	8.0	1	8	Uruguay	0.1%
						81		0	0	Venezuela	
Total Q1 (Jan - Mar)											
party size	parties	indiv									
2.3	1860	4320									
Enter Below for a count of parties from a specific City, State or Country:											
Las Vegas											
43											
Grand Canyon	Las Vegas	Museums	Route 66	other	reporting						
23%	18%	13%	31%	15%	74%						
624	486	356	837	396	1370						

Figure 4 Guest Book entries for Q1 2016

HOTEL FIGURES REVENUES

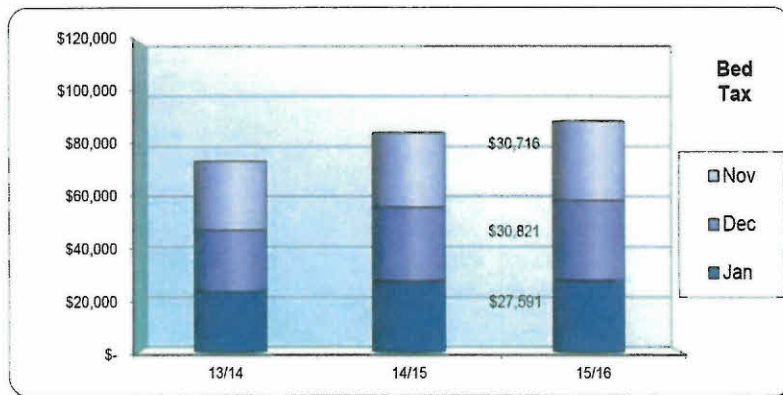


Figure 5
Adjusted Hotel Room Tax Revenues
November, December, January 13/14 - 15/16

*Source: City of Kingman Finance Department

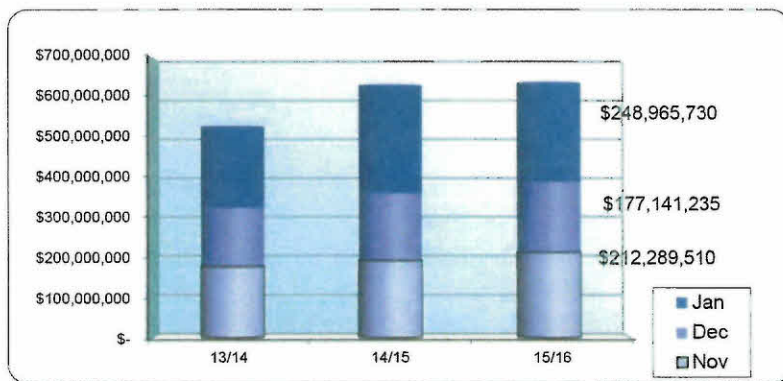


Figure 6
Gross Lodging Sales for the State of Arizona

*Represents the months of November, December, January 13/14-15/16

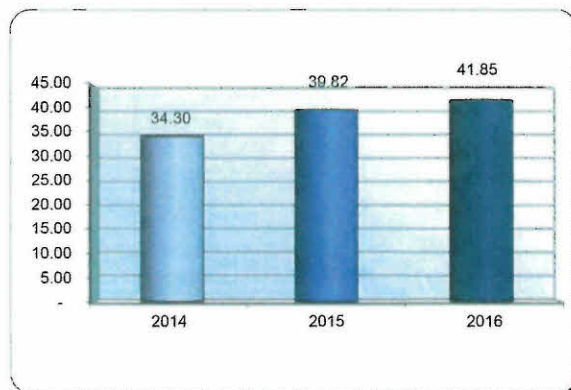


Figure 7
Kingman Revenue Per Available Room (RevPAR) average January, February, March 2014-2016

*Source STR, Inc. *Source: STR, Inc. Hotel data are custom sets for Kingman, AZ representing more than two thirds of the hotel rooms in Kingman.

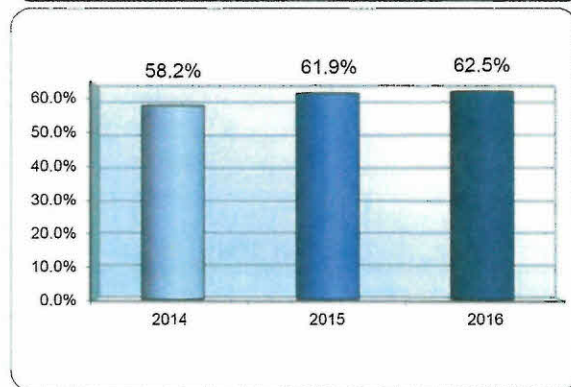


Figure 8
Kingman Occupancy average January, February, March 2014-2016
*Source: STR, Inc. Hotel data are custom sets for Kingman, AZ representing more than two thirds of the hotel rooms in Kingman.

FIGURES - WEB SITE COUNTS

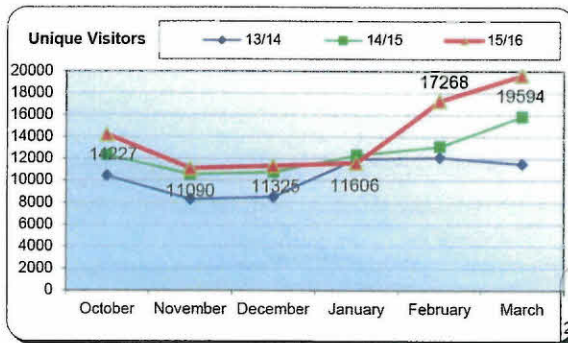


Figure 9

* Combines data from www.GoKignman.com and mobile.GoKignman.com

Figure 10
* Combines data from www.GoKignman.com and mobile.GoKignman.com

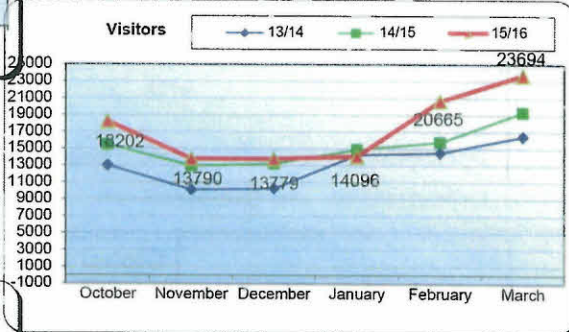


Figure 11

* only desktop sessions on www.GoKignman.com are tabulated in this report

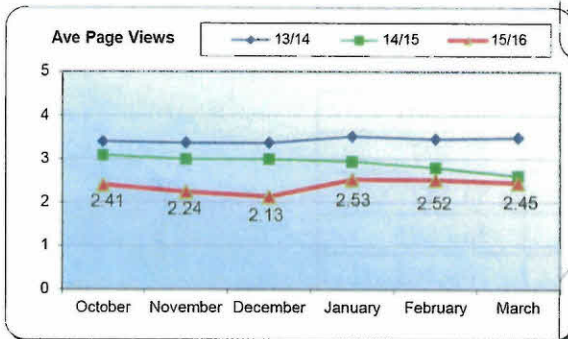


Figure 12

* only desktop sessions on www.GoKignman.com are tabulated in this report

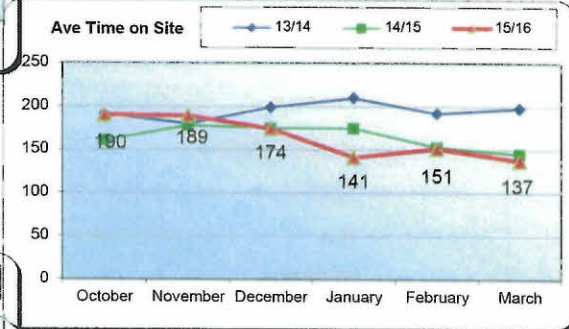


Figure 13

* only desktop sessions on www.GoKignman.com are tabulated in this report

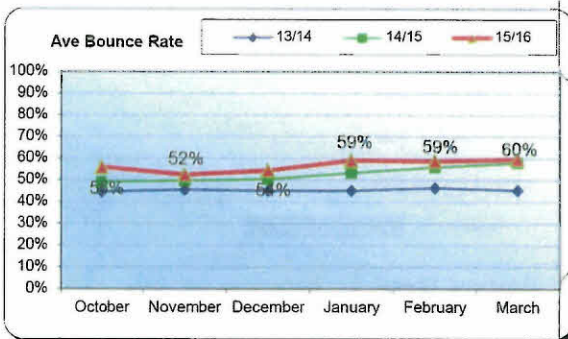
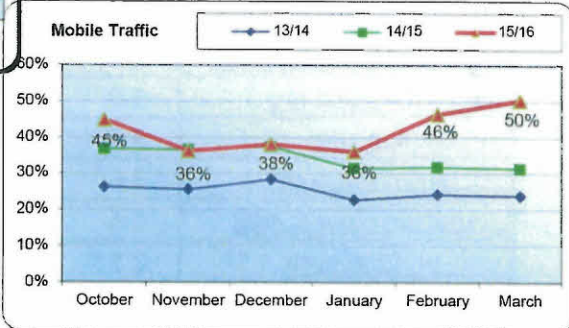


Figure 14* Combines data from www.GoKignman.com and mobile.GoKignman.com



FIGURES - ALEXA.COM WEBSITE COMPARISONS

(data recorded 14-19-2016)

Figure 15: Historical three month global web ranking comparable set between regional DMOs



Site	Global Rank	Rank in USA
experiencewilliams.com	1,997,589	418,285
flagstaffarizona.org	900,152	202,444
gokingman.com	815,568	212,301
golakehavas.com	377,966	73,297
grandcanyonwest.com	474,797	84,532
visit-prescott.com	1,934,972	363,695
visitlaughlin.com	532,782	109,308
visitsedona.com	284,516	58,902

Sites Linking In

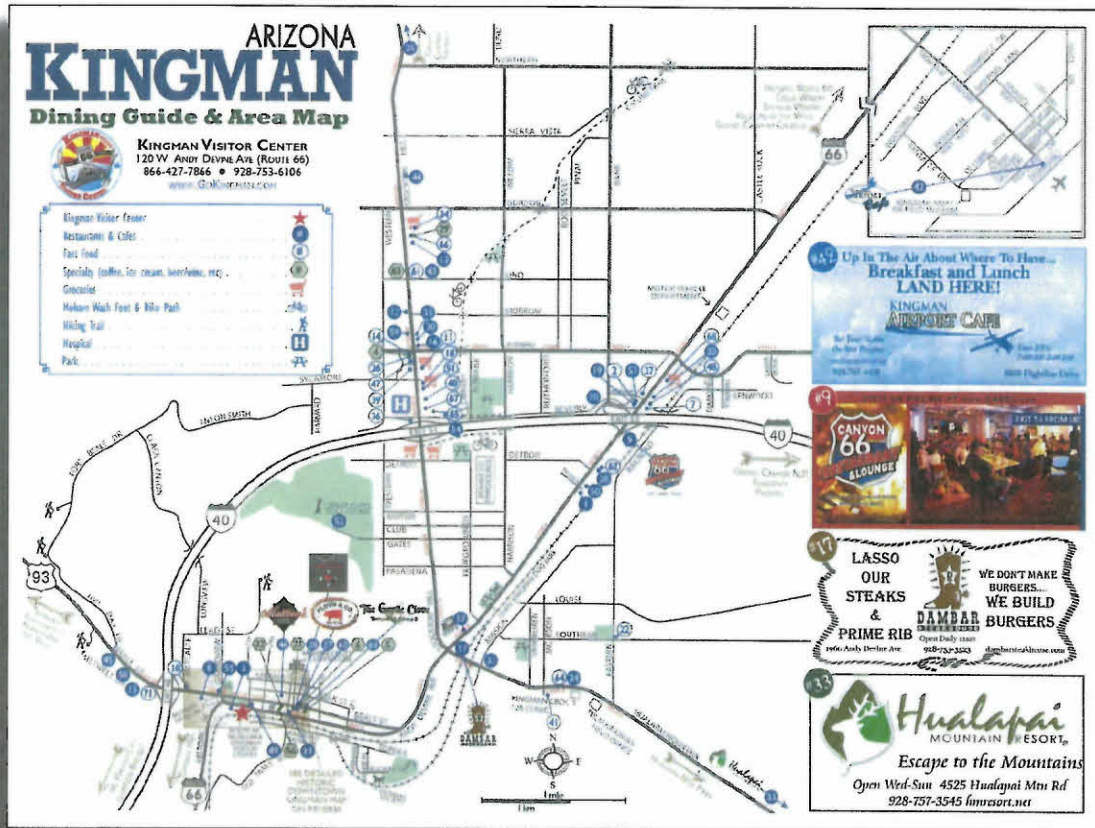


Facebook Shares (home page)



Site	Pageviews	Bounce Rate	Mintues on Site
experiencewilliams.com	2.6	39.6%	1:55
flagstaffarizona.org	3.0	47.6%	2:29
gokingman.com	3.6	37.8%	4:44
golakehavas.com	2.6	47.3%	3:29
grandcanyonwest.com	2.6	28.7%	2:53
visit-prescott.com	2.5	47.5%	2:43
visitlaughlin.com	3.8	24.0%	3:20
visitsedona.com	2.9	40.5%	2:42

PRINTED MATERIALS
(Kingman Dining Guide / Map)



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Historic Downtown

HISTORIC DOWNTOWN KINGMAN

A. Mohave Museum of History & Art
400 W Beale St (Grandview Ave)
928-753-3195
11-4pm - 5pm / Sat 1-5pm

C. Kingman Railroad Museum
400 E Andy Devine Ave (4th St)
928-718-1440
Wed-Sat 10am - 4pm

D. Bonelli House Museum
430 E Spring St (5th St)
928-753-3413
P&P 11am - 3pm

1. ABC Restaurant (Chinese)
1800 E Andy Devine Ave • 928-753-6361

2. Arley's
1245 E Andy Devine Ave • 928-757-5204

3. Bangkok Thai Cuisine
108 W Andy Devine Ave • 928-753-1170

4. Bashin Noodles
1455 Jackson Hill Rd • 928-757-2415

5. Beale Street Brews Coffee Shop
516 E Beale St • 928-757-4094

6. Black Bridge Brewery
421 E Beale St • 928-757-3310

7. Burger King
1350 E Andy Devine Ave • 928-757-2123

8. Calen's Restaurant
418 W Beale St • 928-753-1505

9. Canyon 66 Rest. & Lounge (Hawaiian)
1100 E Andy Devine Ave • 928-757-5010

10. Carl's Jr.
101 W Beale St • 928-753-1401

11. Carl's Jr.
1440 Jackson Hill Rd • 928-681-1111

12. Caribb Lanes Sports Bar & Grill
1631 Jackson Hill Rd • 928-697-1015

13. Chili's
1840 Jackson Hill Rd • 928-681-2444

14. Chipotle Mexican Grill
1455 Jackson Hill Rd • 928-757-2410

15. Country Pride Restaurant & Popeye's Chicken (LA, Inc. Gr)
945 W Beale St • 928-753-7000

16. Cracker Barrel Restaurant
3520 Jackson Hill Rd • 928-757-9000

17. Dambar & Steakhouse
1460 E Andy Devine Ave • 928-752-3523

18. Dal Taco
3110 Jackson Hill Rd • 928-681-3412

19. Danny's Restaurant
3115 E Andy Devine Ave • 928-757-2018

20. Danny's Restaurant (Lipin J)
1300 E Andy Devine Ave • 928-681-2101

21. Diana's Cellular Diner (new loc)
414 E Beale St • 928-753-1005

22. El Paraiso Tacos & Burgers
767 Jackson Ave • 928-697-3005

23. El Palacio (Mexican)
461 E Andy Devine Ave • 928-718-0010

24. El Potrillo Mexican Restaurant
2735 Jackson Hill Rd • 928-718-5488

25. El Rancho Restaurant (Mexican)
4900 Jackson Hill Rd • 928-757-1114

26. Five Guys Burgers
1455 Jackson Hill Rd • 928-697-4415

27. Floyd & Co. Real Pib BBQ
410 E Beale St • 928-757-6127

28. Floyd & Co. Wood Fired Pizza
418 E Beale St • 928-757-6127

29. Frozen Yogurt Island
1890 Jackson Hill Rd • 928-697-7071

30. Golden Corral
1580 Jackson Hill Rd • 928-681-3900

31. (Ma & Pa's) Hot Rod Cafe
2215 Hualapai Mtn Rd • 928-718-1006

32. House of Hope (Kingman Club)
312 E Beale St • 928-753-2571

33. Hualapai Mountain Resort
4525 Hualapai Mtn Rd • 928-757-3545

34. Humberto's Taco Shop
1900 Jackson Hill Rd • 928-757-6661

35. IHOP
1400 Jackson Hill Rd • 928-681-3300

36. In-N-Out Burger
1710 E Beale St • 928-757-3300

37. Jack In The Box
1301 E Andy Devine Ave • 928-757-7374

38. Jody's Restaurant
1940 E Andy Devine Ave • 928-757-2499

39. Jimmy John's
1411 Jackson Hill Rd • 928-757-2179

40. Kentucky Fried Chicken
1250 Jackson Hill Rd • 928-757-2444

41. KFC & Long John Silver's
1303 Hualapai Mtn Rd • 928-718-1666

42. Kingman Airport Cafe
1000 Highway 66 • 928-757-4400

43. Kingman Chophouse
1817 Kinn Ave • 928-718-2391

44. Lin's Little China Restaurant
4120 Jackson Hill Rd • 928-697-5337

45. Lotta Lou's (Cafe)
1312 W Beale St • 928-753-1210

46. Matting's Ristorante Italiano
118 Oak St • 928-753-7584

47. McDonald's
1411 Jackson Hill Rd • 928-757-5401

48. McDonald's
1245 E Andy Devine Ave • 928-757-7401

49. Mr. D's Route 66 Diner
105 E Andy Devine Ave • 928-718-1046

50. Oyster's Mexican & Seafood
1960 E Andy Devine Ave • 928-713-2030

51. Panda Express
1370 Jackson Hill Rd • 928-757-8805

52. Patsy's Stop Bar & Grill
1001 Galt Ave • 928-753-1591

53. Pizza Hut
1315 E Andy Devine Ave • 928-757-3707

54. Plaza Bonita (Mexican)
1960 E Beale St • 928-681-8415

55. Rutherford's 66 Family Diner
2011 E Andy Devine Ave • 928-727-1600

56. Royal Express
940 W Beale St • 928-697-5000

57. Sakura Sushi & Grill
1301 Jackson Hill Rd • 928-681-8101

58. Simon's Cafe & Catering
410 E Beale St • 928-753-4151

59. Sonic Drive-In
1747 Jackson Hill Rd • 928-753-1100

60. Sonic Drive-In
1600 E Andy Devine Ave • 928-753-1350

61. Starbuck's
1705 Jackson Hill Rd • 928-757-1056

62. Subway
1205 Hualapai Mtn Rd • 928-757-3200

63. Subway
1949 E Beale St • 928-753-7171

64. Subway
1890 Jackson Hill Rd • 928-697-5337

65. Taco Bell
1350 E Andy Devine Ave • 928-753-7401

66. The Garlic Clove
509 E Beale St • 928-753-4100

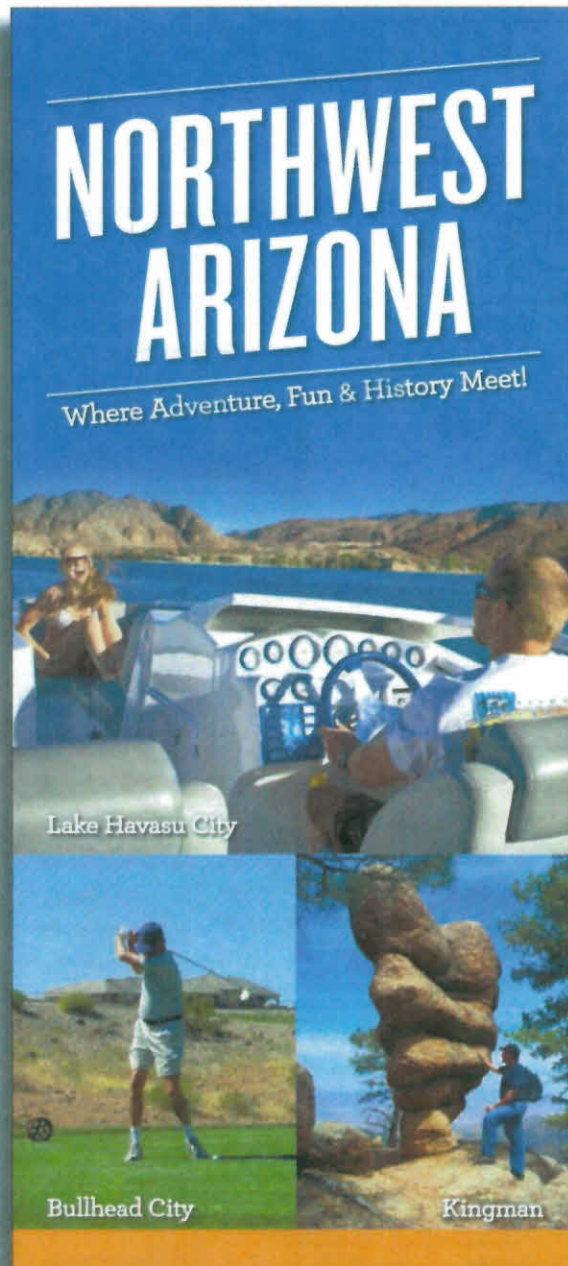
67. The Tack Shed Saloon & Eatery
2071 Beale St • 928-777-3712

68. Wendy's
910 W Beale St • 928-713-3511

Pizza Delivery:
Domino's Pizza: 928-757-4400
Papa John's Pizza: 928-681-3800
Pizza Hut: 928-757-3707

Provided by Kingman Visitor Center, Inc.
Updated November 2015

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1251 Highway 95
Bullhead City, AZ 86429
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www.BullheadAreaChamber.com

KINGMAN VISITOR CENTER

120 W. Andy Devine Ave.
Kingman, AZ 86401
928-753-6106
www.GoKingman.com

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Lake Havasu City, AZ 86403
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OF SPACES

339
227
472
438
301
250
340
167
363
301
310
10
37



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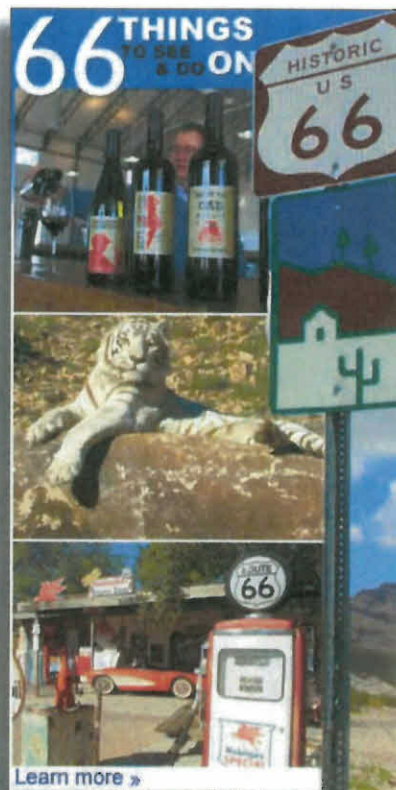
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Kingman
Introduction
Where to Stay
Sightseeing
Recreation
Travel Planning
Photos & Videos

Address, phone numbers and contact information for visitor centers and other organizations that provide tourism information in the Kingman area are listed below. Feel free to call any of them during normal business hours with your questions.

Kingman Area Chamber of Commerce
120 West Andy Devine, Kingman, Arizona 928-753-6200
Kingman is on Historic City and the heart of Route 66. For those seeking fine dining in the great outdoors, the Hualapai Mountain offer hiking, swimming, camping, wildlife viewing and any number of activities in a beautiful setting.

Other Listings
Bureau of Land Management - Arizona State Office
101 North Central Avenue, Phoenix, Arizona 480-417-5200

MyGrandCanyonPark.com

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KINGMAN, ARIZONA



Courtesy Photo

When in the Grand Canyon State don't miss another Arizona legend - the longest stretch of the Mother Road Route 66. This run of beachtop Road brought vacationing Americans to their destination just west for nearly a century.

Route 66 has become something of a destination in its own right. Highway first time travelers and those looking to revisit the old-timey days yearn to experience a uniqueness that's hard to find in today's world - one that's all, big for small.

GoArizona.com Travel Site (ongoing)

MyGrandCanyonPark.com Kingman page (ongoing)



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Performing and sharing the Hualapai Culture

FREE TO THE PUBLIC
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**10:00 am
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**...that
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Take your visiting guests downtown to the Powerhouse Visitor Center to experience what Northern Arizona has to offer. While there, visit the Route 66 Association Gift Shop, see the Route 66 Museum, and the Carlos Elmer Photo Gallery.
Kingman Powerhouse Visitor Center - kingmantourism.org
928-753-6106

Kingman Visitor Center, Inc.
120 W. Andy Devine Ave
Kingman, AZ 86401
www.GoKingman.com

FOR IMMEDIATE RELEASE: February 4, 2016

Vodka & Valentine's, A Tasting Across Arizona
Five locations across the State, February 12-14

Kingman AZ - Vodka & Valentine's, A Taste of Arizona Vodkas will hit five locations across Arizona, including Desert Diamond Distillery in Kingman, on February 12, 13 and 14. Patrons can sip their way through a flight of three distinctly different Arizona craft made vodkas from 10am to 6pm Friday and Saturday, and from 10am to 5pm on Sunday.

The Vodka & Valentine's event will be held at the *Desert Diamond Distillery* locations in Kingman and Cottonwood as well as *Thumb Butte Distillery* in Prescott, *Elgin Distillery* location in Elgin, and *The Independent Distillery* in Tucson. Each location will have their own twists, but all will feature the three Arizona vodka's and chocolate plates paired with craft cocktails featuring each of the Vodkas.

Desert Diamond Distillery's Gold Miner brand Vodka is sugar cane based and sure to be smooth on your taste buds, and maybe a little sweet.

Thumb Butte's grain based Vodka is smooth but robust, and is a delicious surprise.

Elgin Distillery's Vodka is made from French Colombard grapes and sure to attract attention, something everyone will want to try.

"Craft cocktail culture is starting to bring the creativity out of all of us" says Deborah Patt of Desert Diamond. "and it's really taking off in Arizona!" Of course, patrons can drop by anytime to enjoy the flight of vodkas, but chocolate plates will be reserved for ticket holders only. Tickets are \$30 per couple. Desert Diamond Distillery is located at the Kingman Airport at 4875 Olympic Way. Call Deborah at [702-335-7448](tel:702-335-7448) to reserve tickets or for more information.

More about Desert Diamond Distillery: Since April 2010, Desert Diamond Distillery has offered factory tours and tastings of their handmade award winning rums and vodkas. The tasting bar was rescued from an old Las Vegas strip French restaurant known once to be a Rat Pack hangout. Located in the Kingman Airport, Desert Diamond Distillery is family owned and operated and is the first open-to-the-public craft distillery in Arizona. John and Deborah Patt and Peter Patt, John's Father, distill their unique spirit in state-of-the-art equipment from Germany using molasses delivered by rail. Each batch is quality tested and hand-bottled.

CONTACT:
Deborah Patt, co-owner
Desert Diamond Distillery
702.335.7448, djdpatt@gmail.com

Kingman Visitor Center, Inc.
120 W. Andy Devine Ave
Kingman, AZ 86401
www.GoKingman.com

FOR IMMEDIATE RELEASE: February 4, 2016

Mardi Gras & Valentine's Day Celebration
Stetson Winery & Event Center hosting a true Cajun experience on Valentine's Day

Kingman AZ - Treat your Valentine to a Mardi Gras & Valentine's Day celebration all in one and let the good times roll! Or, as they say in New Orleans, laissez le bon temps roulez at Stetson Winery from 3 to 7 pm on Sunday, February 14.

The lively *Gateway Band* (violin, guitar and bass trio) will play live Cajun selections. Bring a mask if you have one and be prepared to dance! Extra Mardi Gras masks will be available for any guests who don't have their own.

A buffet dinner will be prepared by Chef Alex Mayo and the Kingman High School Culinary Class, in traditional New Orleans style. The menu includes:

- Seafood Gumbo w/Rice
- Big Easy Ribs
- Chicken & Sausage Jambalaya
- Fried Catfish w/Hush Puppies
- Cole Slaw
- Mixed Greens with Apples & Candied Pecan Salad
- Fresh French Bread
- Bananas Foster (Brennan's restaurant style)
- King Cake
- Pralines

A portion of all ticket sales will go to support Chef Alex Mayo's Culinary Class. These young future chefs have brought home 10 bronze medals, 12 silver medals and 6 gold medals for their individual competitions and hold Arizona's #1 spot for its "mystery basket" at the ACF Chefs Association of Arizona competition!

Stetson Winery is located east of Kingman, seven miles off of Route 66 at 10965 N. Moonscope Way. Reservations are required. Tickets are \$30 per person and can be purchased at Stetson Winery and online at www.stetsonwinery.com.

For more information, contact Jo Stetson at [928-692-1329](tel:928-692-1329) or visit www.stetsonwinery.com.

More about Stetson Winery: Established in 2012 by Don and Jo Stetson, Stetson Winery features several labeled wines of California and Arizona grapes. Stetson released Unbridled, their first estate wine, in January 2016. Unbridled is a 2014 Zinfandel made entirely from grapes hand harvested from their private estate vineyards. More information at <http://www.stetsonwinery.com>.

CONTACT:
Jo Stetson, co-owner
Stetson Winery & Event Center
714.713.1368 (direct), stetsonwinery@gmail.com

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Kingman 5-day forecast

Today	Sat.	Sun.	Mon.	Tue.
76° 38°	75° 37°	72° 40°	73° 40°	76° 44°

Shown is today's weather. Temperatures are today's highs and tonight's lows.

Regional Outlook

Shown is today's weather. Temperatures are today's highs and tonight's lows.

Almanac

Kingman through Wednesday

Temperature
High: 76°
Low: 38°

Precipitation
0.00"

RealFeel Temperature
76°

Sun & Moon
Sunset: 6:15 p.m.
Moonset: 11:16 p.m.

UV Index Today
5

Regional Cities

City	Today	Sat.	Sun.
Phoenix	76°/45°	75°/45°	72°/40°
Tucson	74°/44°	73°/43°	70°/39°
San Diego	72°/42°	71°/41°	68°/38°
Los Angeles	70°/40°	69°/39°	66°/36°
San Francisco	68°/38°	67°/37°	64°/34°
New York	65°/35°	64°/34°	61°/31°
London	62°/32°	61°/31°	58°/28°
Paris	60°/30°	59°/29°	56°/26°

National Cities

City	Today	Sat.	Sun.
Phoenix	76°/45°	75°/45°	72°/40°
San Diego	72°/42°	71°/41°	68°/38°
Los Angeles	70°/40°	69°/39°	66°/36°
San Francisco	68°/38°	67°/37°	64°/34°
New York	65°/35°	64°/34°	61°/31°
London	62°/32°	61°/31°	58°/28°
Paris	60°/30°	59°/29°	56°/26°



John Patt, co-owner of Desert Diamond Distillery in Kingman, pours a sample for "tasting." The distillery is holding its first "Valentines and Vodka" tasting event this weekend. John Patt and his father, Peter, founded Desert Diamond Distillery in 2010.

Local Valentine's events boost tourist trade

WINDY DAY SMITH
smithk@kdminder.com

KINGMAN - Valentine's Day events such as the vodka tasting at Desert Diamond Distillery and Mardi Gras dinner at Stetson Winery are needed to snag visitors looking for something to do along Route 66, said Josh Noble, director of the Powerhouse Museum and Visitor Center.

Desert Diamond Distillery, located at Kingman Airport, is hosting its first "Vodka and Valentines," where patrons can munch from a plate of chocolate paired with cocktails using three distinctly different vodkas made at Arizona distilleries.

Desert Diamond Distillery's Gold Miner brand of vodka is sugar-cane based and smooth on your taste buds, maybe even a little sweet, business co-owner

Deborah Patt said. Thumb Butte's grain-based vodka is smooth but robust, while Elgin Distillery's grape-based vodka is sure to attract attention.

"Craft cocktail culture is starting to bring the creativity out of all of us," Pratt said.

The tasting is at 1 p.m. Saturday and Sunday, and tickets are \$30 a couple, or \$10 a person without the chocolates.

A few miles east on Route 66, Stetson Winery is serving a buffet-style dinner from 4:30-6:30 p.m. Sunday prepared by chef Alex Mayo's culinary class at Kingman High School, which has won a number of awards and took first place in Arizona's "mystery basket" competition.

The menu features New Orleans favorites such as seafood gumbo, Big Easy ribs, chicken and sausage jambalaya, and fried catfish

with hush puppies.

The Gateway Band, a trio of violin, guitar and bass will play Cajon music from 3-7 p.m. Cost is \$30 a person.

"The more there is for people to do, the more opportunity for people to come," Noble said. "When people look at a Southwest road trip and the Grand Canyon, they look at what's going on in communities around there, and if you have things going on at the distillery and winery, they'll stay in Kingman on their way to the Grand Canyon. In order to include us on their itinerary, it helps to have things to do."

Noble will be showing a couple of French travel writers from Le Figaro

Mazzone around Kingman on Tuesday.

Brigitte Baudriller and Eric Martin were "rupee" into coming here by the French representative on the Arizona Office of Tourism's familiarization tour in December, Noble said.

They specifically want to meet with Noble and get as much information as possible about Kingman. They're going to tour the Route 66 Museum and drive Route 66 to Oatman, stay overnight in Kingman and travel to Seligman to meet with Angel Delgadillo, founder of the Historic Route 66 Association of Arizona.

"It's our duty to make sure they get a good experience in town," Noble said.

COMING UP

SUNDAY

Valentine's Day Dance: 2-6 p.m., Kathryn Heidreich Adult Center, 1776 Airway Ave., \$3 per person, \$5 for couples; finger food, live entertainment and more, for more information contact 757-2778.

County Supervisors: 9:30 a.m., 700 W. Beale St.

Pet Adoption Event: 11 a.m.-3 p.m., Petco, 3320 Stockton Hill Road; special adoption rates apply this day only; dog/cat treat bags handed out; all dogs and cats are spayed or neutered and vaccinated; adoption application, home check and adoption fee apply; contact Cherie at 897-7304 or Brittney at 278-1602 for more information.

TUESDAY

Friday, Feb. 12 - Thursday, Feb. 11

DEADPOOL (R) *Ryan Reynolds*
Fri-Sun: 10:45A, 1:30P, 4:15P, 7:00P, 9:50P
Mon-Thurs: 10:45A, 1:30P, 4:15P, 7:00P

HOW TO BE SINGLE (R) *Dakota Johnson*
Fri-Sun: 11:10A, 1:55P, 4:40P, 7:25P, 10:10P
Mon-Thurs: 11:10A, 1:55P, 4:40P, 7:25P

ZOO LANDER 2 (PG-13) *Ben Stiller*
Fri-Sun: 11:00A, 1:45P, 4:30P, 7:15P, 9:55P
Mon-Thurs: 11:00A, 1:45P, 4:30P, 7:15P

KING FU PANDA 3 (PG) *Jack Black*
Fri-Sun: 11:35A, 2:00P, 4:30P, 7:05P, 9:40P
Mon-Thurs: 11:35A, 2:00P, 4:30P, 7:05P

TUESDAYS *2 Shows, 7-8:30P* **WEDNESDAYS** *2 Shows, 8-9:30P* **THURSDAYS** *2 Shows, 8-9:30P*

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www.GoKingman.com

FOR IMMEDIATE RELEASE: February 9, 2016

Money on the Mother Road

Route 66 Association launches commemorative Mother Road Bucks for 90 year celebration



Jan Davis, Director of Operations for the Historic Route 66 Association of Arizona standing in front of the Memory Lane Gift Shop in the Historic Kingman Powerhouse.

Kingman, AZ – It was the year Marilyn Monroe and Andy Griffith were born, Al Capone was at the height of his 'career', and Annie Oakley and Harry Houdini died. In that year the Kelly Blue Book and the Children's book Winnie-the-Pooh were first published, television was first demonstrated to the public, high school students first sat for the dreaded SAT, and it was also the year that Ford announced a 40 hour work week. It was 1926, the year U.S. Highway 66 was commissioned.

To celebrate these 90 years, the Historic Route 66 Association of Arizona is releasing the *Mother Road Buck Gift Certificate*. The Buck, valued at \$1 U.S. Dollar, is accepted at Route 66 attractions and gift shops across the state. Arizona sports the longest remaining stretch of Route 66 in America, allowing Roadies to pick up a Buck in one location and spend it in another.

"People can also keep them as souvenirs, like a Disney Dollar, or give them to family and friends" says Association Director of Operations Jan Davis. "It's a little reminder of a time when a *Buck* really meant something."

The Buck is designed in an Art Deco style using fonts and graphics of the era that minted the Mother Road. A copper "ONE" is imprinted on the front of the note, celebrating Arizona as the Copper State. It also features a famous photo of brothers Angel and Juan Delgadillo sitting in the middle of *The Road*, symbolizing the day U.S. Highway 66 was decommissioned and traffic stopped. Angel, internationally known as *The Barber on Route 66*, has been the voice of the famous highway since co-founding the Historic Route 66 Association of Arizona in 1987, and still serves as President Emeritus.

The reverse side of the note illustrates the Historic Kingman Powerhouse, which is both the headquarters of the Association and the first renovation project funded by their efforts. It also names the towns along the original 1926 alignment of Route 66 in Arizona.

Current locations where the Mother Road Buck Gift Certificate are accepted include Angel & Vilma Delgadillo's Memorabilia Gift Shop in Seligman, Grand Canyon Caverns, and several places in Kingman including the Historic Route 66 Association Memory Lane Gift Shop, Kingman Visitor Center, Arizona Route 66 Museum, Grand Canyon West/Skywalk Information Center (located in the Powerhouse), Kingman Railroad Museum and the Desert Diamond Distillery.

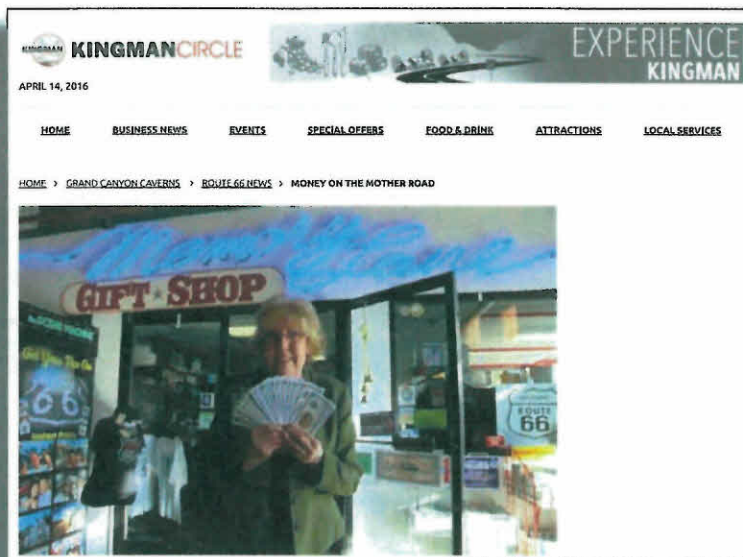
To learn more about the Mother Road Buck, visit azrt66.com or call 928.753.5001.

Along with Route 66, who else is still kickin' in 2016 to celebrate 90 years? How about Queen Elizabeth II, Alan Greenspan, Hugh Hefner, Jerry Lewis, Harper Lee, Chuck Berry, Mel Brooks, Fidel Castro, and Tony Bennett.

Historic Route 66 Association of Arizona: On February 18, 1987, a group of 15 passionate individuals met at the Copper Cart restaurant in Seligman, Arizona, and formed the Historic Route 66 Association of Arizona, the first state Route 66 Association. Led by Angel Delgadillo, a barber who grew up on Route 66, this non-profit, all-volunteer Association remains a tireless champion of the Route. Over the years, the Association's efforts have resulted in the Arizona 66 Passport and Arizona's segment of Route 66 being designated as an Arizona Historic Road, a National Scenic Byway, and attaining All-American Road status, the highest National designation possible.

CONTACT: Jan Davis, Director of Operations (*primary*)
Historic Route 66 Association of Arizona
928.753.5001, azrt66@frontiernet.net
www.azrt66.com

Joshua Noble, President / CEO (*secondary*)
Kingman Visitor Center, Inc.
928.753.6106, joshi@gokingman.com
www.gokingman.com



GRAND CANYON CAVERNS

Money on the Mother Road

BY KINGMANCIRCLE • FEBRUARY 29, 2016

ROUTE 66 ASSOCIATION LAUNCHES COMMEMORATIVE MOTHER ROAD BUCKS FOR 90 YEAR CELEBRATION.

Kingman, AZ – It was the year Marilyn Monroe and Andy Griffith were born, Al Capone was at the height of his 'career', and Annie Oakley and Harry Houdini died. In that year the Kelly Blue Book and the Children's book Winnie-the-Pooh were first published, television was first demonstrated to the public, high school students first sat for the dreaded SAT, and it was also the year that Ford announced a 40 hour work week. It was 1926, the year U.S. Highway 66 was commissioned.

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Established June 6, 2015

Route 66 Association of Japan (<http://route66.jp>)

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Mother Road Bucks

2016年2月13日 (<http://route66.jp/archives/1848/>) Written by rt66japan
(<http://route66.jp/archives/author/rt66japan/>)

Leave a Comment (<http://route66.jp/archives/1848/#respond>)

巷では一時ビートルズが世間を騒がせましたが、アリゾナ州ルート66アソシエーションは、今年ルート66が90周年を迎えるにあたって「Mother Road Buck」と呼ばれる紙幣を作成しました。紙幣はUS\$1ドル相当の価値となり、州内全箇所のお店で購入、使用できるようで、



(<http://i1.wp.com/route66.jp/wp-content/uploads/2016/03/2016-Mother-Road-Buck-front.jpg>)



(<http://i10.wp.com/route66.jp/wp-content/uploads/2016/03/2016-Mother-Road-Buck-reverse.jpg>)

「これはお土産ものと考えて集めてくれるといい、デジニードルと同じように考えてくれるといいんだよ、そう、家族や友達にあげてもいいのよ、将来この紙幣で何かを思い出してくれるきっかけにでもなってくれば最高だね」と同アソシエーションのオペレーション責任者である、Jan Davis 氏は言っています。

紙幣のデザインはアーヴィング・ハリス、グラフィックや文字のスタイルは往時を象徴するもので、銅色の数字「ONE」は、銅が産出する州、アリゾナ州を上手く表現したものとのこと。

おれ、と言えは気になるのは誰が断られてるの？というのですが、写真を見る限りルート66ファンの皆様にはもはや説明の必要はありません。アリゾナ州内ルート66で最も有名で、その歴史と発展に寄与した「人の兄弟、エンジェルとセリマン」ですね。紙幣は、と言いますと同州キングマンにあるパワーハウス、アソシエーションのヘッドクォーターがあり、彼らの努力によって初めてノバレーション計画が施行された所です。

！Mother Road Buckは、以下の場所でもGETできます。次回の旅行には是非試してみてください。

Angel & Vilma Delgadillo's Memorabilia Gift Shop, Seligman
Grand Canyon Caverns, Peach Springs
Powerhouse Visitors Center, Kingman

PRESS

Kingman Visitor Center, Inc.

120 W. Andy Devine Ave

Kingman, AZ 86401

www.GoKingman.com

FOR IMMEDIATE RELEASE: January 6, 2016

Getting to know Kingman, Arizona

International field reps get a feel for a Route 66 experience

Kingman, AZ – On December 12 and 13, representatives from the Arizona Office of Tourism's respective offices in China, France, Canada and the United Kingdom stopped in Kingman as part of a familiarization tour. Familiarization tours are arranged by the Arizona Office of Tourism to familiarize travel planners and media to a destination by embracing them with an authentic tourist experience.

The Kingman itinerary included sponsored tours at the Bonelli House, Arizona Route 66 Museum, Desert Diamond Distillery, Cella Winery and Stetson Winery. Meals were sponsored by Fork In The Road at Mattina's Ristorante Italiano and the Kingman Airport Café. To increase tour time in the Kingman area, the Kingman Visitor Center and Best Western Plus King's Inn coordinated a one-night stay for the group.

The tour was a first impression of Kingman and Route 66 for most participants. The Kingman Visitor Center would like to express thanks to the sponsors for the generosity and hospitality.

Pictured: Fam Tour participants while being hosted by Mattina's Ristorante Italiano.

The Kingman Visitor Center provides information on Kingman area events, points of interest and statewide attractions as an Official Arizona Local Visitor Information Center. Located in the Historic Powerhouse near the Interstate 40 and U.S. Hwy 93 interchange, the Kingman Visitor Center receives 90,000-100,000 tourists annually. Surveys indicate that 68% of our traffic participate in a Route 66 experience, 59% visit the Grand Canyon National Park and 17% visit Grand Canyon West®, Home of the Skywalk®. We are open daily from 8am to 5pm, and are closed New Year's Day, Easter, Thanksgiving Day & Christmas.

CONTACT: Joshua Noble, President / CEO
Kingman Visitor Center, Inc.
928.753.6106, josh@gokingman.com

DAILY MINER

FRIDAY, JANUARY 15, 2016 • KINGMAN, ARIZONA • WWW.KDMINER.COM • 75¢

Hello, World! Welcome to the Heart of Route 66

Kingman scouted as a destination for international travelers

MINER BY SHIRLEY
shirley@miner.com

KINGMAN — Tourism director Josh Noble sees bus loads of international visitors stopping here for gas and food on day excursions to the Grand Canyon, and he's trying to steal a room night or two from Las Vegas, where most of them stay.

Easily Arizona's top tourist attraction, the Grand Canyon lies about 200 miles from Kingman and brings more than 5 million visitors a year.

The West Rim is a short jaunt away and features the glass Skywalk jutting over the edge 4,000 feet above the canyon floor.

"Kingman may not be a destination itself, but it's part of a destination, being on Route 66, part of the Southwest and close to the Grand Canyon," said Noble, president and chief executive officer of Kingman Visitor Center. "Like a hotel in Las Vegas isn't a destination, but part of a destination."

Noble hosted a "familiarization tour" in December for international travel representatives to get a feel for the Kingman tourism experience.

Four representatives came from the Arizona Office of Tourism's international

See WORLD, 3A



Representatives from the Arizona Office of Tourism's respective offices in China, France, Canada and the United Kingdom stopped in Kingman as part of a familiarization tour in December.

World

Continued from 1A

offices in China, France, Canada and the United Kingdom. And three came from the administrative office in Phoenix.

The idea behind the tour was to familiarize travel planners and writers with Kingman as a destination by embracing them with an authentic tourist experience, Noble said.

He took them to the Hemmell House, Arizona Route 66 Museum, Desert Diamond Distillery and Celia and Stefano's. They stayed at Best Western King's Inn and were treated to dinner at Mattina's Restaurant Italiano.

This was the first trip to Kingman for many of them and their first Route 66 experience, Noble said.

"So it was a good opportunity to show what we have to offer on this side of the state," he said. "Overall, I think every one was impressed with what we have in the area. Mattina's was probably the best meal they had. They got to see nighttime downtown, which is crucial for visitors coming in from some markets."

Local attractions

Kingman Visitor Center provides information on special events in the area, points of interest and statewide attractions. Located in the Powerhouse Museum on historic Route 66, the visitor

Tour raises funds for Route 66

KINGMAN — The Route 66 Association of Kingman will feature a fundraising event Saturday at Beale Celebrations, 201 N. Fourth St.

Hendrick will present "An Armchair Tour along Route 66 Main Street of America" starting at 5 p.m.

Tickets to the event are \$15, and include dinner provided by downtown restaurants.

Stetson Winery will be selling Route 66 wine

Hendrick has written 14 books, including "Ghost Towns of Route 66," "The Route 66 Encyclopedia" and "Backroads of Arizona." He's been inducted into the Highway Hall of Fame and has made presentations for international tourism groups from The Netherlands, the Czech Republic, Austria and Germany.

Following a drawing and silent auction, guests may participate in an

informal walking tour of downtown Kingman, with stops at the House of Hope, Celler Door and Black Bridge Brewery.

All donations are tax-deductible through the nonprofit Route 66 Association of Kingman, and funds raised from the event will go toward the group's Jacob Sign project, which is part of the 80th anniversary celebration for Route 66.

Seating is limited. Contact James Taylor at 928-530-2054 for tickets.

Surveys indicate that 68 percent of visitors come to Kingman for the Route 66 experience, 59 percent visit the Grand Canyon National Park and 17 percent visit Grand Canyon West.

Yvonne Woytowich, president and chief executive officer at the Kingman Area Chamber of Commerce, said Kingman could capitalize on Grand Canyon West traffic through partnering and cross-promotion.

"Developing a marketing package that includes a variety of things to do here such as visiting Route 66, Canyon, Grand Canyon Caverns and Grand Canyon West might be effective," she said.

The city of Kingman See WORLD, 7A

World

Continued from 7A

and the Kingman Area Chamber of Commerce put together a Mohave County "passport" for the Route 66 International Festival in 2014 that lists locations and information for 21 attractions in the county as well as a 150-year history of Mohave County.

Besides Grand Canyon West, the biggest international attractions in Kingman are Route 66 and the authentic cowboy experience, both of which epitomize American history, Woytowich said.

"Although it's technically not in Kingman, Outman is pretty authentic and prominent locally here in town driving folks out there," she said. "Route 66 is a huge experience for tourists. Working in the Powerhouse building, I saw people taking photos with Route 66 signs all day long."

John Patt, owner of Desert Diamond Distillery,

said he is one of the "Rogers, Corbin and Corbin's" tour, which takes tourists to Black Bridge Brewery in downtown Kingman, Celia and Stefano's in Valle Vista and Desert Diamond Distillery at the Kingman Airport.

Those type of tours work well in many parts of the country, he said.

"Every year, we see more and more international tourists come to the area and to the distillery," Patt said. "Well, for the distillery, it is a small number, and we would love to make a grow."

Some of Patt's customers come from overseas after learning about the distillery on the Internet and through travel articles. They usually come in small groups, often couples and families, he said.

"There really is a great deal to do here besides getting gas, especially if people like outdoors, museums, history, wild animals and wine," Patt joined.

The Kingman Ramada Inn has partnered with

Starting point

Kingman's tourism experience starts with the 100-mile Route 66 corridor, the longest remaining stretch of the iconic highway named the "Mother Road" in John Steinbeck's classic novel, "Grapes of Wrath."

It's the focus of many events, including the annual First Bus from Selma to Lodi Hawaii City, Best of the West on 66 Festival and Chili on Beale Street on shows in the summer.

"We have the Route 66 Walk of Fame," said Jim Mackley, senior author of several books on the highway and its history. "Tour groups are already including it as a destination."

Hendrick elaborated on other attractions in the area. Grand Canyon Caverns is being redeveloped as a full resort with campground, trail rides, and other golf and two new cow towns starting in the spring.

The Kingman Ramada Inn has partnered with

Grand Canyon Caverns to offer tour packages. The hotel markets weekend packages during the summer for Cholla, in Beale and State of the Electric Vehicle Museum at the Powerhouse, 66 World's first museum, dedicated solely to electric vehicles. It's been featured in magazines in Korea, Spain and Croatia.

Ramada also has package deals with Grand Canyon West and the historic Day Dream Ranch that now operates as Grand Canyon Western Ranch outside Mesquite.

For another attraction, the trail system in the Corral and Hualapai mountains is among the best in Arizona for bikers and mountain bikers.

"Marketing these attractions is relatively easy," Hendrick said.

"It starts with actively working to meet with each tour group and organizing special events for them," he said. "Next, have an articulate spokesperson attend key events such as the recent convention in

Las Vegas, 191 or the forthcoming European Route 66 Festival in Germany that can represent Kingman."

Tourism dollars

Tourism spent \$20.9 billion in Arizona in 2014, and international travelers accounted for \$3.1 billion of that total, according to a report from Dean Ruskamp, Assistant Secretary of Portland, Ore.

The West Coast region of Arizona, defined as Mohave, La Paz and Yuma counties, accounted for nearly \$14 billion in total spending, supporting 13,180 tourism-related jobs and more than \$40 million in local taxes.

"This puts us in a great destination, from an international standpoint," said Stephanie Dowling, deputy director of the Arizona Office of Tourism.

Route 66 continues to be extremely popular, as well as the Grand Canyon and Hoover Dam.

Arizona is truly one of the most unique travel

destinations from a global perspective, she said, and certain parts of the state have more awareness than others. In general, the Chinese market is more familiar with Antelope Canyon or Mesquite Lake than more about Route 66.

"Even though they may be familiar with certain parts of the state, we feel our job is to educate them on all parts of the state and that," Dowling said. "We work closely with Josh (Noble) here in Kingman. He keeps us in the know, constantly sending us information on what's going on in the area that we can share with our partners."

The Arizona Office of Tourism is actively involved with Brand USA, which was established by the Travel Promotion Act of 2010.

"Our budget wouldn't necessarily allow us to do everything we want to reach international travelers. This gives us cooperative opportunities," Dowling said.

Getting to know Kingman



International travel planners got a feel for the Route 66 experience on December 12 and 13, representatives from the Arizona Office of Tourism's respective offices in China, France, Canada and the United Kingdom stopped in Kingman as part of a familiarization tour. Familiarization tours are organized by the Arizona Office of Tourism to familiarize travel planners and media to a destination by experiencing them with an authentic tourist experience. The Kingman itinerary included a morning tour of the Hemmell House, Arizona Route 66 Museum, Desert Diamond Distillery, Celia and Stefano's, the Kingman Visitor Center and Best Western Plus King's Inn. A special event is a night tour for the group. The tour was a first impression of Kingman and Route 66 for most participants. The Kingman Visitor Center would like to express thanks to the sponsors for the generosity and hospitality. Familiarization Tour participants will be hosted by Mattina's Restaurant Italiano.

Burros cause accidents on Bullhead Parkway

Trekking to BHC due to low temps

BULLHEAD CITY

An increase in the number of traffic accidents on the Bullhead Parkway involving wild burros is now again bringing light into a problem that only the federal government can handle, according to a local lawmaker. But the lawmaker doesn't believe the U.S. Bureau of Land Management (BLM) is properly addressing the issue.

The BLM conducted a special burro removal operation in three specific regions of Mohave County in the fall of 2015. A total of 188 burros were transferred to an adoption building facility in

"They're supposed to coordinate with us, but they haven't been doing that," Brady said. "Our hands are so tied it's ridiculous."

Bullhead City can do what we need to continue to remove our residents from this area. This is a protected animal that lives in the Black Mountain range," said Bullhead City Manager Mike Carter. "For as much as we understand, there's very little we can do."

During the most recent encounter with the wild animals, Bullhead City police officers are dispatched to every encounter and in the area of the uncontrolled potential of an accident and attempts are made to prevent the accident.

DAILY MINER

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Sales Tax and Asphalt



Workers pave the Walmart parking lot in 2015, a year that saw the retail sales tax increase in Kingman to more than \$4 million, a more than 5.3 percent increase over 2014. Nearly all of the local sales taxes increased last year, thanks to a large part to a half-cent increase the City Council approved in 2013, bringing the city's total share of the sales tax to 2.5 percent.

Good news part of report on finances

Half-cent sales tax boost fattens city coffers

By JIM HINCKLEY
jhinckley@kingminer.com

KINGMAN — The city might not have all the money it needs, but the money it does have is being well managed. That's the message Finance Director Tina Molina provided to the City Council at Tuesday's meeting when she offered a financial review of the recent past.

Molina said the city's annual revenue has increased about 32.5 percent since the summer of 2013, when the Council added a half-cent to the local sales tax, jumping up the city's share to 2.5 percent. In dollar

figures, that translates to an increase of nearly \$3.6 million over the past three years, from \$10.9 million in 2013 to \$14.5 million in 2015.

Some taxes — paid by people who own and use hotel rooms and RV park spaces — are up by more than 19 percent over the same period, rising from about \$356,000 to nearly \$426,000, an increase of nearly \$70,000 over the past three years. The city's share of state sales tax is up more than \$267,000 to over \$2.5 million. Income tax shared with the state is up more than 18 percent to nearly \$3.4 million, and the state-shared auto tax is up about

10 percent to more than \$1.6 million. The increase came in re-creation fees, down nearly 7 percent to nearly \$12.7 million, and motorcycle safety fees and charges, which were down nearly 31 percent, or \$512,440.

The increases are there in spite of an increase in expenditures, totaling more than \$500,000 in personnel costs, more than \$129,700 in supplies and services, city and financial services by more than \$396,000, and capital outlay at more than \$133,000 over 2013 levels. The beginning and ending fund balances are up roughly \$1 million and See FORUM, 4

Where the money comes from

When city residents don't pay a primary property tax in Kingman, they do pay other taxes, which is where the city gets all of its local revenue.

State funds brought in slightly more than \$4 million, or 29.2 percent of the city's total local revenue.

Federal grants and loans brought in about \$1.2 million, or 8.2 percent.

Hotel and other lodging charges brought in about \$450,000, or 3.1 percent.

Construction, maintenance and utilities brought in nearly \$450,000.

Construction brought in about \$491,000 (down about 1.3 percent from the prior year), mostly due to a change in state fee to help construction loans for hotels along the route corridor in building in Kingman.

Finance, services and real estate brought in nearly \$392,000 for 4.3 percent.

Wholesale trade, services, manufacturing, agriculture, mining and all other charges brought in a combined \$3.3 million, with all of them other than construction and mining bringing in more than they did the year before.

Route 66's 90th earns looks from Europeans

By JIM HINCKLEY
jhinckley@kingminer.com

KINGMAN — French travel writer Brigitte Baudriller, a freelance writer on assignment for Le Figaro magazine in France, interviewed Route 66 historian Jim Hinckley at the Dambor Restaurant during her visit to Kingman. She's writing a feature article on the 90th anniversary of the famous U.S. highway.

She was introduced to a 1930s scene, something she'd never seen or tasted in France, though admittedly she prefers seafood over steak.

Not a conventional food scene, a Southwest specialty prepared for Baudriller and photographer Eric Martin during a hospitality dinner hosted by Dambor Steakhouse.

And she had no idea there were two wineries along Route 66, giving a favorable nod to the Route 66 California red table wine she was drinking from Dambor Winery.

Okay, so a 1930s scene is up to the classic scenes of France, your Italianate and your historic, but it's a step up at every steakhouse in America, said 77 Marshall, director of restaurant concepts for Park in the Road Restaurants.

There are none of the fine dining points that Baudriller can take back from her Kingman experience.

A freelance writer for Le Figaro, which has a circulation of more than 600,000 in and around Paris, Baudriller was told about Kingman by a travel agent who came here in December on a familiarization tour with the Arizona Office of Tourism. See EURO, 4

Mayors Offer Keys to Their City's Future



Kingman Mayor Dick Anderson speaks Thursday during the economic development forum at Basle Celebrations.

Anderson: Best asset is what you already have

By JIM HINCKLEY
jhinckley@kingminer.com

KINGMAN — Mayor Richard Anderson of Kingman said he's currently being asked what

the city can do to promote economic development, and his answer is simple.

"Take advantage of what you have," Alder said. "Alders are not told about 50 people who attended the Arizona

Association for Economic Development's February luncheon, held Thursday at Basle Celebrations.

"The quickest way for Kingman to help itself

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Euro

Continued from 1

"She told us it was interesting to stop in Kingman, especially the (Route 66) museum," Baudriller said in well-spoken English.

Jim Hinckley, author of more than a dozen books on Route 66, served as a tour guide for Baudriller and Martin, providing historical notes and background information for their story.

"It's like a myth for French people," Baudriller said about the famous U.S. highway. "We talk about freedom and 'Go West' and dreams."

The automobile gave Americans "unprecedented mobility," Hinckley said, and Route 66 was the great escape.

"You don't like where you're at, throw everything in the car and go somewhere else," he told the magazine writer.

Baudriller's itinerary in Kingman included a tour of the Route 66 Museum, a drive to Gatman breakfast at the Kingman Airport Café (upon the recommendation of the French travel agent) and two nights at the Quality Inn.

Josh Noble, president of the Powerhouse Museum and Visitors Center, said he's lucky to have travel agents and writers spend even one night in Kingman, so two nights gave him a chance to show what the area has to offer tourists looking for the great Southwest experience.

"A lot of the tangibles are gone, but it lives in our culture and we look for ways to experience it," Noble said. "You can drive

down original parts of Route 66 and play a part in it. People are looking for that because they know it's going away. It's locked into America's psyche. It's locked into our culture."

One thing Noble learned from the travel representatives visiting in December was that the history behind Route 66 gained in Kingman helped them to "fill in the blanks," he said.

Baudriller met Hualapai artist Joe Powakey and learned about the meaning of the Hualapai Tribal Seal, along with the tribe's tradition and philosophy and what Route 66 represents to him.

Photographer Martin noticed an empty downtown when he drove around scouting for picture opportunities.

"Everything looks very quiet. Nobody on the street," he said. "Only the noise of the train, but it's very special for us. Oh, we are in the West."

The French writer and photographer also traveled to Hackberry, where Martin wanted to get a shot of the general store at sunrise, and on to Seligman to meet with Angel Delgadillo, who owned a barber shop on Route 66 and founded the Historic Route 66 Association of Arizona.

From there, they go to Williams for dinner and a stay at the Lodge on Route 66, followed by three nights in Flagstaff and a drive to Monument Valley. Their tour wraps up with a trip to Holbrook to see the Wigwam Motel and visit the Petrified Forest National Park, and one last overnight stay at La Posada in Winslow.



Brigitte Baudriller, a freelance writer on assignment for Le Figaro magazine in France, interviews Route 66 historian Jim Hinckley at the Dambor Restaurant during her visit to Kingman. She's writing a feature article on the 90th anniversary of the famous U.S. highway.

Indulge your inner desert rat with 4 western Arizona hikes

Kasper Becker, Special for The Republic 11 14 am 307 Black 17 2016

Joshua trees, Lake Havasu and a narrow slot canyon are Mojave Desert highlights.



(Photo Photo by Roger Hayes)

For me, a trip to Mohave County is a human holiday.

As a hard-core desert rat, I spend much of my time hiking in a harsh landscape of rock, cactus and roaring sun. And so for a vacation there's nothing I like more than driving a few hours to do the exact same thing in terrain that looks slightly different.

If you're heading for the northwest corner of the state, here are a few trails where you can indulge your inner desert rat.

RELATED: Top 10 Arizona hikes <http://historytravelroad.com/2015/10/29/best-arizona-hikes-roger-naudet/424887/> | Best places to see Arizona's wildflowers <http://historytravelroad.com/2015/02/18/arizona-wildflowers-hot-spots/8020994/>

Badger Trail



The Badger Trail ends at a junction with Castle Rock Trail, a 0.6-mile trail path that sweeps along the ridge to reach a formation of dark basalt. (Photo Photo by Roger Hayes)

Kingman has built a nice system of trails but it's a local secret. The city doesn't do much to promote them. The Badger winds up the southern slopes of the Carbon Mountains in a steady slog that offers big panoramas. A bristly array of yucca, cholla, ocotillo and beavertail cactus lines the path; clustered boulders add visual interest.

Even though the trail gains almost 1,100 feet in elevation over 3.2 miles, it never becomes grueling. It rises in a series of long languid switchbacks. Trail markers every half-mile chart your progress.

A scattering of poppies adorned the lower sections and a heavier patch appeared above the 2-mile marker, mingled with yuccas and globe mallows. But I think the real showiness of the trail will be the beavertails that erupt in gaudy blooms in late February; the flower buds on the cactus were tiny but plump. Each pad was swollen with buds. Color should peak late March.

The Badger Trail ends atop a high saddle. There's a bench but no other reason to stop. This also is the junction with Castle Rock Trail, a 0.6-mile trail path that sweeps along the ridge to reach the dark basalt formation that doesn't look much like a castle. But it's an intriguing rocky fortress nonetheless and you'll enjoy vistas of Kingman and surrounding desert basins along the way.

Where: From Kingman, drive north on U.S. 93 for 5 miles. Immediately past the State Route 66 interchange, turn right on a dirt road. There's a sign but it's hard to see.

Admission: Free

We recently mentioned Kingman on our publication, *Quoted*. The post is titled "Must-See Arizona: Uncovering the Best Hidden Gems of the West," and you can view it here: <https://quoted.thezebra.com/1158/must-see-hidden-gems-in-arizona/>

Kingman's callout is under Hualapai Mountains: "The Hualapai Mountains rise steeply into the skyline south of Kingman, Arizona, a town known as the heart of Route 66. The small city is a great place to fuel up on coffee and historic charm before heading to the mountains."

Feel free to use in any press round-ups or share on social.

- Jennifer Goff, Content Marketing Specialist

VOYER

Make See Arizona: Uncovering the Best Hidden Gems of the West - Guided

Tip: Situated just outside Page, Arizona, Antelope Canyon is part of the Navajo Nation and is revered as a spiritual place. Descending into the canyon requires a guide. Exploratory tours start at \$70 and allow up to two hours to roam.



Hualapai Mountains

The Hualapai Mountains rise steeply into the skyline south of Kingman, Arizona, a town known as the heart of Route 66. The small city is a great place to fuel up on coffee and historic charm before heading to the mountains. With elevations of 5,240 ft, the Hualapais are the highest mountains in northwest Arizona. The namesake peak is a hiking destination that offers outstanding views of granite outcroppings and desert wildflowers. An easy half-day hike will get you to the base of the summit while a rockier climb awaits for hikers willing to bushwhack their way to the top.

Tip: Avoid planning any hikes in July or August as summer thunderstorms and flooding are common.

American Legion Church of Sun City, 17200 N. Del Webb Blvd., Sun City, 623-326-5172; pmaz.org

MAR 5-6 High Desert Events - Gun, Knife, Coin & Collectibles Show, Kingman. Kingman's largest gun and collectibles show includes firearms, ammunition, knives, military items, jewelry, art, postcards, and Old West memorabilia. Mohave County Fairgrounds, 2600 Fairgrounds Blvd., 928-279-5406; highdesertevents.net

MAR 5-6 Phoenix Coin Club Show, Mesa. More than 40 dealers will buy, sell, and appraise coins, paper money, gold and silver bullion, medals, tokens, and numismatic-related items. Holiday Inn Hotel & Suites, 1600 S. Country Club Drive, 480-833-1142; coinshows.com.

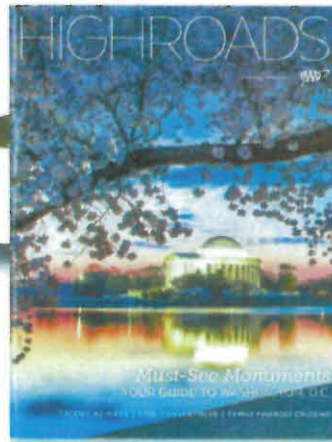
MAR 5-6 58th Annual Heard Museum Guild Indian Fair & Market,

introducing it in garden settings - fun for young and old alike. Download maps and directions and take off on your own self-guided tour. tucsongs.org.

MAR 6 Saint-Saens -- Bolero and Piano Concerto No. 2, Prescott. Andrew Grams returns to lead Maurice Ravel's most famous work. Pascal Roge, one of the world's premier pianists, performs the concerto. Yavapai College Performing Arts Center, 1100 E. Sheldon Ave., 928-776-4255; yavapaisymphony.org.

MAR 6 From Russia With Love, Scottsdale. The Scottsdale Concert Band performs the world premiere of the concert band arrangement of *Concerto in A Major* by Alex Blumenfeld, featuring pianist Andrew O'Brien. Saguaro High School Auditorium, 6250 N. 82nd St., 602-327-2168; scottsdaleconcertband.org.

MAR 11-13 Ostrich Festival, Chandler. The annual Ostrich Festival is a community family event featuring live ostrich races, ostrich-themed activities, national and regional entertainment, carnival midway, spectacular food, upscale arts and crafts, and a Saturday morning parade. Tumbleweed Park, 2250 S. McQueen Road; ostrichfestival.com.



USA: Route 66 & Verde Canyon Railroad

Eine Reise - 2 x Erlebnis

Der Weg ist das Ziel: Get your kicks on Road 66. Fahre mit der Bahn durch wilde Canyons. Erlebe Geschichte, wilde Natur und unvergessliche Trips!

„Historic Route 66“ zum Schnäppchenpreis

Amerika entdeckt seine Wurzeln neu. Die einst wichtige Überlandstraße „Route 66“ drohte in Vergessenheit zu geraten, bis Angel Delgadillo etwas dagegen unternahm. Im Sommer kann es in Arizona extrem heiß werden. Deshalb ist dies ein Herbst/Winter/Frühjahrsreiseziel, und bezahlbar ist Arizona auch.

Zwischen Kingman, an der Staatsgrenze von Arizona zu Kalifornien, und Flagstaff sind die Preise für Übernachtung und in Restaurants besonders niedrig. Arizona ist für Euro-Europäer – trotz Dollarkurs – ein Sparziel. Es gibt auch Ausnahmen. In angesagten Touristenorten wie in Sedona mit seinen roten Felsnadeln, in der Stadt Flagstaff und dazu in Page, wo der Glen-Damm den Colorado zum 300 Kilometer langen Lake Powell aufstaut, zahlt man für Zimmer 100 Dollar und mehr. Auch die Restaurants sind ‚etwas‘ teurer. Hingegen ist Kingman (siehe Infokasten), was die Übernachtungspreise betrifft, kaum zu schlagen. Die 27.000-Einwohnerstadt liegt, wie auch der 75 Kilometer entfernte 450-Seelen-Ort Seligman, an der historischen Route 66. Der „US-Highway 66“, wie diese 3.940 km lange Fernstraße von Chicago quer durch Amerika bis an den Pazifik einmal hieß, war keine Straßenverbindung wie andere auch. Dies war eine Verkehrsschlagader, auf der Millionen von Amerikanern gen Westen zogen. Und dann – 1978 – wollte niemand mehr auf der 66 fahren. Eine neue Autobahn, die Interstate 40, war fertig geworden. Nun fuhren die Autokolonnen an Seligman, Kingman und vielen anderen Orten der 66 einfach vorbei. Seligman etwa hatte von den Durchreisenden gelebt. Jetzt war auf der 66, die einmal längs durch Seligman führt, kein Auto

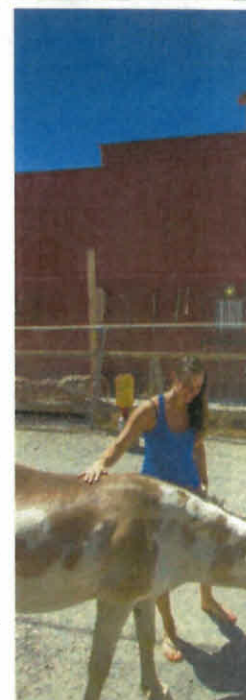


Seligman: Angel Delgadillo, er kennt die besten Route 66-Geschichten

mehr zu sehen. Seligman drohte eine menschenleere Geisterstadt zu werden. Heute gilt der Ort als „Geburtsstätte der historischen Route 66“ und das mit vollem Recht. Nachdem die Behörden des Staates Arizona die alte Piste einfach aufgegeben hatten, organisierte der Friseur des Städtchens, Angel Delgadillo, eine Selbsthilfegruppe der 66-Anlieger. Es funktionierte. Der Staat Arizona lenkte ein, die 66 wird wieder gepflegt und viele Touristen kommen, um auf dem Weg gen Westen zu fahren, den einst Groß- oder Urgroßeltern gewählt hatten, um am Pazifik ihr Glück zu suchen. Angels Friseursalon ist heute ein Souvenirladen. Hier – und in Kingman – werden auch Events organisiert, um das Interesse an der 66 wach zu halten. Oldtimerfahrten mit mehr als 800 Teilnehmern auf der alten 66er-Piste stehen auf dem Programm. Die historische Straße führt hier so steil über Berge hinweg, dass Oldtimer ohne Benzinpumpe rückwärts die Passstraße hinauffahren müssen. Anders herum würde kein Benzin zum Motor fließen.

Seligman ist auch das Vorbild für Radiator City im Trickfilm Cars, dessen Schöpfer sich von der Geschichte Seligmans inspirieren ließen. Hier übernachtet man übrigens preisgünstig. Im führenden Motel, der Canyon

Flagstaff – Ludlow:
Auf dieser mehr als 500 km langen Fahrt durch Arizona und Kalifornien befindet sich einer der längsten Abschnitte der Route 66 (gut 250 km von Ash Fork bis Needles.) Hier beginnt das Route 66-Gefühl! Jede Menge 50er Jahre Looks und Oldtimer. Die wichtigsten Orte unterwegs sind: Williams, Seligman, Hackberry, Kingman und Oatman.



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Thursday, February 4, 2016

Get Your Sips on Route 66: Kingman Arizona Wineries



Northwestern Arizona wine country. It just kind of rolls off the tongue, doesn't it? The Route 66 town of Kingman, Arizona might seem like an odd place for wine tasting, but right now they've got two exceptional wineries and the hope and goal are that there will be a few more wineries opening in the near future so that Kingman will become a full-fledged wine country with multiple Arizona wineries.

The two wineries in Kingman, Arizona which are open to the public currently are Cella Winery and Sletson Winery. These two Arizona wineries have a connection, but are very different, providing variety and contrast for wine tasting.



Cella Winery was the first of the two wineries to open in Kingman. Cella Winery is owned by Carlos Cella. Cella's parents were from Tuscany but immigrated to Argentina after the war. Growing up in Argentina, Cella made wine, cheese, and tomato sauce with his family when he was a kid. At the time, he viewed wine making as a chore, not a pleasure. As a young adult, Cella moved to California, where he owned a body shop for 35 years. When he retired, he decided to return to the traditions of his family and make wine.



Cella is old school when it comes to making wine. Almost every step of the process, from vine to bottle, is by hand. The only electric machine he uses is a destemmer. All of the grapes that go into Cella wines are crushed in a small hand-operated grape crusher. Every bottle is corked by hand. Every bottle is labeled by hand, which you'll notice if you look carefully at the bottles that line the shelf as the labels aren't perfectly straight or perfectly aligned. All of the wine is made in the garage behind the tasting room. The operation is similar to what you would expect in an Italian home making wine for personal use, except Cella's wines are award-winning.

"Get Your Sips on Route 66: Kingman Arizona Wineries"

Katherine Belarmino

www.passportsandcocktails.com

February 4, 2016

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Cella Winery is also not pretentious. When explaining to a customer that blends are not fermented as blends, but rather are rather single varietals that are blended before bottling, Cella demonstrated by creating a blend from various bottles right in front of us. He was so confident in his off-the-cuff blend that he let us all taste it.

Cella makes both estate wines made with grapes grown on his 10 acres in Kingman which were planted in 2008 and California wines made with grapes from his 25 acres in Temecula which were planted in 1990. The estate wines include a Malbec, Zulma's Moscato, which won first place at the 2015 *Kingman Wine & Food Festival*, a competition of Arizona's best wineries, and a Late Harvest Chardonnay, a sweet high-alcohol wine. The California wines include the Ruby Blend made with Cabernet Sauvignon, Syrah, and Zinfandel, a Syrah which won second place, and the Gina Mia White Blend of Viognier, Muscat, and Chardonnay.



We're used to starting with the lighter white wines and moving on to the bolder and heavier red wines when wine tasting. It's a little different at Cella Winery. It's best to start with the red wines, then finish with the white wines, which are on the sweet side.

Cella's love for his craft is easily apparent, and it is also contagious, especially when you see how much work and personal attention goes into the wines of Cella Winery.



A short drive away from Cella Winery is Stetson Winery, Kingman's second winery which opened in 2012. Stetson Winery is owned by Don and Jo Stetson. Don Stetson and Carlos Cella used to be partners, but they had conflicting ideas. Even though Stetson and Cella split to create their own separate wineries with completely different visions, they are still friends and the split has created the beginnings of a new Arizona wine country.



Stetson Winery is both a winery and event center. The wine tasting room is in a large space that can also be used for weddings, holiday parties, and other events. The grapes used to make Stetson's wines are not grown on site. The grapes for the three white wines and one rosé are from Southern Arizona near Willcox. The grapes for the four red wines are from Paso Robles and Napa Valley. However, Stetson's Zinfandel, Unbridled, coming out in February 2016, is made with grapes grown on the property. We got to taste a preview and it is good. Stetson Winery contracts with vintner Eric Glomski to craft their wines.



Stetson Winery embraces Arizona's Wild West past and Kingman's Route 66 legacy with their fun wine names and labels. For instance, the Cultured Cowboy Chardonnay, a smooth Chardonnay with a pear flavor, features the silhouette of a cowboy holding up a glass of white wine. The Root 66 Red is a play on grape vines growing along Route 66 and is a slightly spicy blend of six varietals. One of my favorites was the Pink Pistol, a rosé blend with aromas of rose water and watermelon, and the perfect shade of rose petal pink.

Stetson's wines are like Napa wines but for half the cost. The Hop in the Cab Dartin' Cabernet Sauvignon made with Napa Valley grapes is a very bold Cabernet. But unlike the bottles of Cabernet that sell in Napa for \$60 or more, Stetson's sells for \$29 a bottle.



While Stetson currently only has one wine made with grapes grown on the property, they are planning on making more locally grown wines and will introduce a new wine every year.

There is already another winery in the works in Kingman. If Kingman can get five or six wineries making good wine, Kingman will have a bona fide wine country to attract wine lovers to this Route 66 town. They're certainly off to a good start with [Celia Winery](#) and Stetson Winery.

Thank you to Go Kingman for hosting the Kingman portion of our trip along Route 66 and making this post possible. As always, all opinions are my own.

"Get Your Sips on Route 66: Kingman Arizona Wineries"

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Kathenne Belaming has been traveling for over ten years on a quest to see as much of the world as possible, experience new cultures, and sample other cuisines and libations. She also writes the travel blog [Travel the World](#), which journals her world travels with her husband Reneo and seeks to encourage others to take the time to travel.

Posted by [Kathenne Belaming](#) at 11:00 AM

Labels: [Arizona](#), [Belaming](#), [Kingman](#), [Route 66](#), [Wine](#)

"Happy 90th Anniversary to Route 66!"
 Katherine Belarmino
 www.katherinebelarmino.com
 February 15, 2016
 (this page includes Kingman coverage only)

Travel the World

by Katherine and Ramiro Belarmino
 A travel blog for the everyday working stiff.



Monday, February 15, 2016

Happy 90th Anniversary to Route 66!



California Route 66 between Victorville and Barstow.

I've become a little obsessed with how people in the past went on vacation. Travel is such an important part of our lives; it's how we get through the workday, knowing our hard work not only keeps food on the table and a roof over our heads but also provides us with the privilege of seeing how other people live on this great earth and touching and feeling and seeing history. Travel is fairly easy and quick nowadays, but it didn't use to be. One particular type of vacation that fascinates me is the all-American road trip. This is something we still enjoy today, but we can buzz from one destination to the next using our wide, multi-lane interstates. It wasn't always so quick, like when families hit the road and traveled along Route 66. We kicked off 2016 with a short Route 66 road trip through California and Arizona to celebrate the 90th anniversary of Route 66 and get a glimpse of what it was like for families of the past to get their kicks on Route 66.



Hackberry General Store along Arizona Route 66.

Symon Avery, an important association of highway officials' committee member, wanted a highway that went through his state of Oklahoma, so he planned a highway that would travel from Chicago to Los Angeles. The plan was approved and U.S. Highway 66 was born on November 11, 1926.

Highway 66 first became a household name when it was a big part of the Trans-American Footrace, also known as the not very glamorous sounding Bunion Derby. This was a multiday race in 1928 which started in Los Angeles and finished in New York City.



Dust Bowl Migration Exhibit at Kingman's Pioneer Palace State of Museum.

Highway 66 became a popular road in the 1930s, but not just for leisure travel. During the Great Depression, government dollars were spent on road building, including paving the unpaved portions of Route 66, which helped provide jobs. The entirety of Route 66 was paved as of July 1937. Route 66 was then used for the Dust Bowl migration immortalized in John Steinbeck's *Journey to Nowhere*. Highway 66 became a symbol of hope for people to head west for a better life.



Arizona Route 66 through Kingman.

Route 66 became hugely popular, which meant it saw a lot of traffic. As a two-lane highway with no divider, it also became very dangerous and received monikers like Bloody 66, Bloody Highway, and Death Alley. Portions of the road received nicknames like Dead Man's Curve and Devil's Elbow.

The *Federal-Aid Highway Act* was passed in 1956. This bill would create a highway system through the United States that would bypass cities and towns and rather go around them. As freeways were built in the late 1950s and the 1960s, the demise of Route 66 and the towns along it began. The last town along Route 66 to be bypassed was Williams, Arizona on October 13, 1984.

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Thursday, March 3, 2016

A Tasting Tour of Kingman's Craft Desert Diamond Distillery



During our California and Arizona Route 66 road trip we spent a day exploring Kingman, Arizona. Kingman is known for being an important railroad and Route 66 stop. Kingman also has an airport which used to be the site of a large World War II training center. Next door to that airport is Desert Diamond Distillery, Kingman's craft distillery. Of course we had to stop in for a tasting and a tour!

Our first impression of Desert Diamond Distillery when we walked through the door was that it looked like a cool place to visit and hang out. Desert Diamond Distillery isn't just a place to visit for a tasting and leave. They also create cocktails with their craft spirits, like the Blueberry Mojito made with their Gold Miner Dark Rum or the Desert Sazerac with their Gold Miner Agave Vodka. Next door to that airport is Desert Diamond Distillery, Kingman's craft distillery. Of course we had to stop in for a tasting and a tour!



We started our visit with a tasting flight while we learned about the spirits Desert Diamond Distillery has been crafting for almost six years. All of D3's spirits are sugar based and start with molasses. A tasting flight starts with a taste of the Gold Miner Rum, a white rum. The Gold Miner Rum has a bite that is to be expected from a white rum, but it is also smooth and has a slight sweetness.

Next was the Gold Miner Vodka, which starts with the white rum. It's pretty unusual to encounter a vodka that is sugar cane based. It's also pretty unusual to encounter a vodka made at a craft distillery, which we learned later on the tour. That's because their still is a two column still with enough steps to reach the higher alcohol content needed to make vodka. If you don't think it's possible to make a sugar based vodka that tastes good, you'll have to taste Gold Miner Vodka. It's one of the most unique vodkas you'll taste, and it tastes like vodka.



Desert Diamond Distillery's Gold Miner Dark Rum also starts with the white rum. The white rum is aged over French and American oak chips. Some compare the taste of the dark rum to a good bourbon. When Desert Diamond Distillery was first starting out, they wanted to test their products against the competition to see if they were doing it right. In 2011, they entered their spirits at the 2011 *San Francisco World Spirits Competition*. They received a bronze for the white rum, a silver for the vodka, and a silver for the agave rum. But the biggest winner was the Gold Miner Dark Rum, which received a platinum medal.

Desert Diamond Distillery first bottled their Gold Miner Barrel Reserve Rum in 2012. This aged rum starts yet again with the white rum, which is aged in lightly toasted new wood barrels for 42 months. It's like a white whiskey. Each barrel makes approximately 400 bottles, and each batch is monitored. During our visit, we tasted number eight. Barrel number seven won the second gold medal D3 has won for their aged rum at the *San Francisco World Spirits Competition*.



Our final tasting was of the Gold Miner Agave Rum. At the time D3 crafted their first agave rum, agave nectar had recently become a popular ingredient. Agave nectar is added to the Gold Miner Dark Rum and it is meant to be enjoyed straight as an after-dinner drink. It is sweet and has a nice aroma. The thought was to market the agave rum to women, but it has become a huge hit with all genders.

After our tasting flight, we took the behind the scenes tour to learn more about the distillery's history and process. Desert Diamond Distillery is a family affair. John Patt is the master distiller. He owns the distillery with his father, Peter Patt, who gave us our tour. John's mother, Deborah, is the manager and gave us our tasting tour.



When Desert Diamond Distillery opened in April 2010, there were probably less than 100 craft distilleries in the country. (According to *Taste* there were about 50 in 2005 while in 2015 there were almost 800.) John Patt took a distilling course from a German company that made stills. In the meantime, he was already building a distillery on the Kingman airfield. After he completed his training, he was planning on purchasing just a still, but since he already had a place set up, the company offered him a fully integrated computerized system that could make any kind of spirit. They like to call their system the Cadillac of stills. Even the cleaning process is computerized, taking two minutes instead of hours to manually clean, giving them more time to work on their craft. This Cadillac of stills is also what allows them to make vodka, something not many craft distilleries can do.



It's a lot harder to make a profit as a craft distillery than a craft brewery. While craft breweries can charge a lot more for their beer than the big guys, the same cannot necessarily be said for craft distilleries, plus the taxes distilleries have to pay are pretty hefty. Peter told us that in order to have a chance of making it long term, a distillery has to offer a good, aged product. Desert Diamond Distillery has won medals for their barrel reserve rum four years in a row, so they've got a good start. Judging by the barrels they've got aging currently, that rum will continue.

Be sure to make Kingman a stop on your Route 66 road trip and fit in a taste and a tour at Desert Diamond Distillery.

Thank you to Go Kingman for hosting the Kingman portion of our trip along Route 66 and making this post possible. As always, all opinions are my own.



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"Things to Do in Kingman Arizona on Old Route 66"

Katherine Belarmino

www.katherinebelarmino.com

March 21, 2016

page 1 of 3

Travel the World

by Katherine and Roman Belarmino
A travel blog for the everyday working stiff.



Monday, March 28, 2016

Things to Do in Kingman Arizona on Old Route 66



When we were planning our short Route 66 road trip from California to Arizona, we needed to decide in which cities to spend the night. We wanted to stay in cities that had Route 66 history, so Kingman, Arizona seemed like a good choice. After all, it is one of the cities mentioned in Nat King Cole's (Get Your Kicks on) Route 66. Little did we know that there are so many things to do in Kingman, Arizona! What we thought was just going to be a couple hours spent in this Route 66 town turned into almost a full day.

What to Do and See in Kingman Arizona

Historic Kingman Powerhouse



We started our exploration of Kingman at the Historic Kingman Powerhouse. The powerhouse now houses the Kingman Visitor Center, the Powerhouse Route 66 Museum, and the Route 66 Electric Vehicle Museum. The powerhouse and its museums are dog-friendly. Be sure to talk to Diane Silverman, Go Kingman's Information Supervisor, for information and suggestions about what to see in Kingman. Then head upstairs to visit the Powerhouse Route 66 Museum, or watch the film about the history of Route 66 first.



The Powerhouse Route 66 Museum tells the story of Route 66, starting with the development of a westerly route first developed in the 1850s to make emigration to the west easier along a weather-proof route that was also north enough to bypass the Rebel sympathizers in Arizona. The story continues through the Great Depression and the time of the dust bowl, when Midwestern farmers left their farms during the drought and came west along Route 66, the Mother Road, for a better life. Route 66 was also part of the recovery from the Great Depression, as the New Deal provided jobs to road gangs during the 1930s when Route 66 became completely paved from Chicago to Los Angeles. The final exhibits feature Route 66 like it was when it was a popular route for long, leisurely family road trips, before its demise caused by the

opening of the interstate.



The Route 66 Electric Vehicle Museum is on the first floor of the powerhouse. It displays a number of vehicles both old and new. One of the modern vehicles is the Buckeye Bullet 2.5, which clocked 320 miles per hour at the Bonneville Salt Flats on August 24, 2011.

Locomotive Park



Across the street from the Historic Kingman Powerhouse is the Locomotive Park. This small park features the historical monument Steam Engine #3759, a locomotive that was built in 1928 and ran the Santa Fe Railway Company passenger route between Los Angeles and Kansas City, with a water stop in Kingman. Dogs are not permitted in this park, but a visit to the park doesn't take very long and there are shaded parking spots nearby.

"Things to Do in Kingman Arizona on Old Route 66"

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Historic Downtown Kingman Walking Tour

We picked up a map of the Historic Downtown Walking Tour from the Kingman Visitor Center. The walking tour has 25 points of interest ranging from museums like the Mohave Museum of History & Arts, which features the history of Northwestern Arizona, to historic buildings like the W. G. Blakely House, an adobe built in 1887. 25 of the sites are on the Walking Tour Map of Historic Downtown. Most of the sites on the walking tour map are within the 12 block downtown area, but a few are a little farther afield and are better visited by car than by foot.



Hotel Beale once hosted passengers riding the rails of the Santa Fe railroad, and later travelers of Route 66. The hotel was built in 1900 and purchased by Tom Beale in 1906. Tom Beale was the father of actor Beale, a comic character actor who was born in Flagstaff but grew up in Kingman. The part of Route 66 that runs through Kingman is now named after the actor. Be sure to look up at the Hotel Beale neon sign that proudly proclaims that the hotel was air cooled. You can get a shot of the sign as well as a modern Kingman feature, the Running Horse sculpture by Don Gutierrez.



The Little Red Schoolhouse was Kingman's second schoolhouse. The schoolhouse was built in 1896 and is a red brick building built in the Victorian style. It is the only remaining pre-1900 public building. It now serves as the city's municipal court.



The Blakely House was built by George and Effie Torr Bonnell, prominent citizens of Kingman. The house was built in 1915 with local volcanic stone in the Anglo-Territorial style. The house can be toured during the week.

Kingman Railroad Museum



Railroads and Route 66 go hand in hand. Before Route 66 allowed motorists to make the trip between Chicago and Los Angeles, travelers could take the train, as the Alhambra, Topoka & Santa Fe Railroad route between Chicago and Illinois was completed in 1885. For a little railroad history and kitch, we visited the Kingman Railroad Museum. Inside you can look at model railroads, and just outside the window you can see real trains fly by about every 15 minutes.

White Cliffs Wagon Trail



A unique site in Kingman is the White Cliffs Wagon Trail. A short hike from the road leads to wagon tracks that were cut deep into the stone in the late 1800s. The wagon trail was used to transport ore from the Stockton HST mines to the Kingman railroad. Along the side of the tracks are depressions in the stone that were used for stubbing posts and ropes which kept the wagon from flying down the hill.

Kingman Army Airfield Museum



In addition to Route 66 history, Kingman also has military history. The Kingman Army Airfield was founded during World War II to train aerial gunners. Now the Kingman airport is the site of the Kingman Army Airfield Museum run by the Kingman Army Airfield Historical Society. Exhibits include artifacts and photos of the history of the airfield, and, of course, large model airplanes. We received a tour of the museum and also learned an interesting fact that was new to us. When airplane travel was first possible, travelers would travel cross country using a combination of airplane flights and train rides. Kingman was the last airport on the way to the West Coast.

Kingman Wine Country



Using the term wine country might be a bit of an exaggeration at this time, but if things work out well, sometime in the near future Kingman will have a wine country, and a really good one at that. Right now there are two wineries open to visitors, Cala Winery and Golden State Winery. Cala's wines are made by hand on property with grapes either grown in



Since we were taking a Route 66 road trip, it only felt right to have Route 66 style meals. [Mr. D's Route 66 Diner](#) is the perfect restaurant in Kingman for a Route 66 meal. Mr. D's wasn't around during Route 66 years, but it is the type of diner you would have found along Route 66 back in the day. I highly recommend the Popsicle Float, an ice cream float made with orange soda and vanilla ice cream.

Kingman Arizona Motel



There are a number of hotels in Kingman, Arizona, but if you're visiting Kingman on a Route 66 road trip, you have to stay in a Route 66 motel. When we arrived at the [Hill Top Motel](#), we knew immediately we were staying at the perfect place. The first thing that greeted us was Hill Top Motel's classic neon sign glowing red and green. It looks exactly like the roadside hotels from movies of the 1950s and 60s, one story and you park right outside your door. Of course, it would have been more authentic if we had been driving a Ford Thunderbird.

Kingman, Arizona or Temecula, California. Cella Winery's owner and winemaker comes from an Italian family and grew up making wine. Stetson Winery is a large tasting room and event center. Their wines are cowboy and Route 66 themed. Currently, most of their wines are made from grapes from California and Southern Arizona, but they have a Zinfandel made with grapes grown on their Kingman property and plan to release more locally grown wines.

Related: [The Best Food on Route 66, Kingman Arizona Edition](#)

Desert Diamond Distillery



Wine isn't the only alcoholic beverage being created in Kingman. Kingman also has its very own distillery. Just a few blocks away from the Kingman Army Airfield Museum, you can find [Desert Diamond Distillery](#) near the airfield. Desert Diamond Distillery is a craft distillery making rum of the white, dark, and barrel aged variety, as well as vodka. All of their spirits start with sugar cane molasses. Visitors can have a tasting flight, take a behind-the-scenes tour, or relax with a cocktail.

Related: [A Guide to Kingman's Best Food and Drink](#)

Mr. D's Route 66 Diner

"Things to Do in Kingman Arizona on Old Route 66" page 3 of 3



Hill Top Motel is a motel, an inexpensive one at that, so don't expect luxury accommodations. While not luxury, the accommodations are spacious, clean, and delightfully retro. Rooms have black walls and wood paneling decorated with southwestern art. Our room had a comfortable bed, a table for two, and a microwave and refrigerator. Outside was a pool, though the weather was far too cold for taking a dip. Since we were traveling with our dogs, we were happy that this Kingman hotel has a pet-friendly policy.

The Hill Top Motel is situated right on Route 66 a short distance away from the center of town, which means it's nice and quiet. The hotel has a panoramic view of the Huachuap Mountains. As Kingman is a Route 66 town, that means the train comes through town, but the train tracks are far enough away from the hotel that the sound of the train isn't disturbing at all, but rather provides a relaxing, white-noise kind of rumble.



Another great thing about the Hill Top Motel is that it is family owned and run. Be sure to take a few minutes to talk to the owner [Dennis Schroeder](#) and [Herberta Schroeder](#). They will tell you about the area and suggest a lot of great things to see, not only in Kingman, but along Route 66 as well. Herberta is a photographer with a gift for lightning photography (you can see some of her images on her website [Herberta Schroeder Photography](#)), and she also creates postcards featuring Kingman and Route 66.

If you have the time, we suggest staying in Kingman for two nights so you can spend an entire day experiencing all the things to do in Kingman and then have a full day to enjoy all of the Route 66 stops past Kingman the next day.

Thank you to [Dennis Schroeder](#) for hosting the Kingman portion of our trip along Route 66 and making this post possible. As always, all opinions are my own.



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CITY	DISTRIBUTION PROGRAM AREA	START DATE	END DATE	QUANTITY	# MONTHS	DEBIT FEE	CREDIT	NET FEE
1-VM-11-SW/F	Arizona I-40/Grand Canyon - Modified	06/01/16	05/31/17	71.25	12	655.00	-42.75	812.25
1 VM-11-SW/CR	Colorado River - Modified	06/01/16	05/31/17	10.00	12	120.00	-6.00	114.00

COMMENTS/SPECIAL INSTRUCTIONS:
 Contract includes coverage along Arizona I-40 for live Kingman area only and the Laughlin Outlet Mall along the Colorado River

APPROVED BY ADVERTISER:
 AGREEMENT TO TERMS: Advertiser hereby acknowledges that distribution has been made in full terms and conditions set forth on the back of this Agreement and agrees to pay the amount due for the month of service.
 Your Signature: *[Signature]*
 Name (print): *William A. Wake*
 Title: *President* Date: *4-21-16*

MONTHLY BILLING SCHEDULE (Please see applicable rates for)
 Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

May	Jun	Jul	Aug	Sept	Oct
77.19	77.19	77.19	77.19	77.19	77.19
Nov	Dec	Jan	Feb	Mar	Apr
77.19	77.19	77.19	77.19	77.19	77.19

TERMS: The agreed payment is NET 30 days. Payment due to be made not later than 30 days from invoice date. A late charge of 1.5% per month or 18% annually will be added to the unpaid balance and monthly. The advertiser agrees to pay all collection costs including attorney's fees.

APPROVED BY: (Certified Folder Display - corporate office)
 Signature: _____
 Name (print): _____
 Title: _____ Date: _____
 Print Date: March 22, 2016 at 12:38 PM

PREPAYMENT OPTION: (Please check one)
☒ Yes ☐ No
 Prepayment Discount: _____ percentage (8.00%)
 TOTAL PREPAID FEE (Please see applicable fee): **852.15**

TOTAL NET FEE: **826.25**
TOTAL PREPAID FEE: **852.15**

Page 1 of 1 GFDZ rev 12/12/15

INVOICE
 INVOICE NO. 83185
 3/19/2016
 926

PAINT
 20,000
 Downtown Walking Tour Guide 14.4" 70# 100# PM 2736 Dark Blue 12x9
 (no bleed), Z-fold to finished 3x9

ACCOUNT TYPE: Charge Account
 YOUR INVOICE # IS YOUR RE-ORDER #.

PRINTECH, INC.
 4666 N. STOCKTON HILL ROAD
 KINGMAN, AZ 86409-1757
 (928) 757-8220

Powerhouse Visitor Center
 129 W. Andy Devine
 Kingman AZ 86401
 Phone: 928-753-6106

SUBTOTAL: 1,705.05
TAX: 128.36
SHIPPING: 1,873.41
TOTAL: 3,706.82

PLEASE PAY FROM THIS INVOICE. NO OTHER INVOICE WILL BE ISSUED
 NOTE: Payment in the rate of 1.5% per month will be charged on amounts not paid on time.
 COLLECTION FEES WILL BE ADDED AS WELL AS ATTORNEY'S FEES IF LEGAL ACTION IS NECESSARY

Received By: *[Signature]* Date: *4-19-2016*
 While - Office Copy Canary - Customer Copy Pink - Remittance Copy

BUDGET & FINANCES

4:40 PM
04/21/16
Cash Basis

Kingman Powerhouse Visitor Center Balance Sheet As of March 31, 2016

	Mar 31, 16
ASSETS	
Current Assets	
Checking/Savings	
10010 - Checking - Mission Bank	75,227.67
10950 - Cash in Drawer	100.00
Total Checking/Savings	75,327.67
Other Current Assets	
11100 - Cash on Hand	353.67
12001 - *Undeposited Funds	3,063.30
12101 - *Inventory Asset	12,782.98
Total Other Current Assets	16,199.95
Total Current Assets	91,527.62
Fixed Assets	
15000 - Furniture and Equipment	10,252.42
17000 - Accumulated Depreciation	-3,358.00
Total Fixed Assets	6,894.42
TOTAL ASSETS	98,422.04
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	-22.10
Credit Cards	1,185.60
Other Current Liabilities	
22000 - Sales Tax Payable	574.19
23000 - Payroll Liabilities	1,620.66
Total Other Current Liabilities	2,194.85
Total Current Liabilities	3,358.35
Total Liabilities	3,358.35
Equity	
31000 - Owner's Equity	96,536.58
32000 - Unrestricted Net Assets	6,170.83
Net Income	-7,643.72
Total Equity	95,063.69
TOTAL LIABILITIES & EQUITY	98,422.04

BUDGET & FINANCES

4.42 PM
04/21/16
Cash Basis

Kingman Powerhouse Visitor Center Profit & Loss Budget Performance January through March 2016

	Jan - Mar 16	Budget	\$ Over Budget	Jul '16 - Mar	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
42000 Event Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46000 Advertising Income	2,325.00	0.00	2,325.00	2,790.00	0.00	2,790.00	5,540.00
47000 *Merchandise Sales	19,911.02	0.00	19,911.02	61,758.62	0.00	61,758.62	70,000.00
48000 Municipal Funds	51,250.00	0.00	51,250.00	159,574.45	0.00	159,574.45	300,000.00
49000 Other Income	569.27	0.00	569.27	1,368.77	0.00	1,368.77	14,180.00
Total Income	74,055.29	0.00	74,055.29	225,491.84	0.00	225,491.84	389,720.00
Cost of Goods Sold							
50000 *Cost of Goods Sold	9,833.29	0.00	9,833.29	28,774.43	0.00	28,774.43	33,500.00
51100 Freight and Shipping Costs	289.05	0.00	289.05	1,326.43	0.00	1,326.43	1,850.00
52500 Purchase Discounts	-83.00			-117.23			
52900 Purchases - Resale Items	0.00			68.50			
54000 Cash Drawer Payouts	12.55			5.60			
59900 POS Inventory Adjustments	97.37	0.00	97.37	552.46	0.00	552.46	275.00
Total COGS	10,149.26	0.00	10,149.26	30,610.19	0.00	30,610.19	35,625.00
Gross Profit	63,906.03	0.00	63,906.03	194,881.65	0.00	194,881.65	354,095.00
Expense							
60500 Advertising Expense							
60520 Brochures	3,532.88			19,893.81			
60530 Internet Adv	10,432.00			16,426.34			
60540 Print Media	3,183.26			9,665.62			
60550 Trade Shows	532.25			2,740.95			
60560 Website	4,200.00			4,200.00			
60570 Special Projects	3,066.69			12,004.49			
60580 Promotional Postage	1,766.72			4,032.66			
60500 Advertising Expense - Other	0.00	0.00	0.00	0.00	0.00	0.00	80,310.40
Total 60500 Advertising Expense	26,713.80	0.00	26,713.80	68,963.87	0.00	68,963.87	80,310.40
61000 Auto Expense	1,035.40	0.00	1,035.40	2,674.20	0.00	2,674.20	3,250.00
63000 Bank Fees	0.00	0.00	0.00	1.25	0.00	1.25	350.00
64000 Credit Card Machine Fees	475.80	0.00	475.80	1,663.10	0.00	1,663.10	1,950.00
66000 Employee Benefits	416.76	0.00	416.76	1,319.74	0.00	1,319.74	1,851.20
71000 Insurance	1,238.00	0.00	1,238.00	2,915.00	0.00	2,915.00	2,970.00
73000 Janitorial Expense	0.00	0.00	0.00	0.00	0.00	0.00	5,649.00
74000 Licenses and Registrations	0.00			75.00			
75000 Public Relations	2,677.22	0.00	2,677.22	6,380.19	0.00	6,380.19	3,840.00
76000 Membership/Dues/Subscrip/Bo.	1,190.07	0.00	1,190.07	3,590.63	0.00	3,590.63	2,987.00
77000 Office Expense	637.89	0.00	637.89	3,005.82	0.00	3,005.82	5,990.00
78000 Payroll Expense	33,626.29	0.00	33,626.29	102,981.70	0.00	102,981.70	150,830.28
80000 Professional Fees	325.00	0.00	325.00	1,375.00	0.00	1,375.00	25,000.00
81000 Rent Expense	419.50	0.00	419.50	1,286.71	0.00	1,286.71	1,752.00
82000 Repair and Maintenance	64.80	0.00	64.80	1,023.73	0.00	1,023.73	1,550.00
83000 Staff Development and Training	721.74	0.00	721.74	741.74	0.00	741.74	2,030.00
84500 Technology	47.40			185.89			
85000 Travel	231.82	0.00	231.82	393.61	0.00	393.61	400.00
86000 Utilities	1,059.04	0.00	1,059.04	3,738.19	0.00	3,738.19	17,685.00
89000 Contingency	0.00	0.00	0.00	210.00	0.00	210.00	40,000.00
Total Expense	70,880.53	0.00	70,880.53	202,525.37	0.00	202,525.37	348,394.88
Net Ordinary Income	-6,974.50	0.00	-6,974.50	-7,643.72	0.00	-7,643.72	5,700.12
Net Income	-6,974.50	0.00	-6,974.50	-7,643.72	0.00	-7,643.72	5,700.12

BUDGET & FINANCES

4:43 PM
04/21/16
Cash Basis

Kingman Powerhouse Visitor Center Profit & Loss YTD Comparison July 2015 through March 2016

	Jul '15 - Mar 16	Jul '14 - Mar 15	\$ Change
Ordinary Income/Expense			
Income			
46000 Advertising Income	2,790.00	1,995.00	795.00
47000 Merchandise Sales	61,758.62	58,241.62	3,517.00
48000 Municipal Funds	159,574.45	164,730.66	-5,156.21
49000 Other Income	1,368.77	879.24	489.53
Total Income	225,491.84	225,846.52	-354.68
Cost of Goods Sold			
50000 Cost of Goods Sold	28,774.43	27,846.85	927.58
51100 Freight and Shipping Costs	1,326.43	1,534.21	-207.78
52500 Purchase Discounts	-117.23	-31.20	-86.03
52900 Purchases - Resale Items	68.50	1.50	67.00
54000 Cash Drawer Payouts	5.60	6.97	-1.37
59900 POS Inventory Adjustments	552.46	212.28	340.18
Total COGS	30,610.19	29,570.61	1,039.58
Gross Profit	194,881.65	196,275.91	-1,394.26
Expense			
60500 Advertising Expense			
60520 Brochures	19,893.81	10,535.65	9,358.16
60530 Internet Adv	16,426.34	8,440.00	7,986.34
60540 Print Media	9,665.62	15,047.62	-5,382.00
60550 Trade Shows	2,740.95	4,017.71	-1,276.76
60560 Website	4,200.00	60.93	4,139.07
60570 Special Projects	12,004.49	3,824.45	8,180.04
60580 Promotional Postage	4,032.66	4,335.05	-302.39
60590 Outdoor	0.00	2,584.82	-2,584.82
60500 Advertising Expense - Other	0.00	101.67	-101.67
Total 60500 Advertising Expense	68,963.87	48,947.90	20,015.97
61000 Auto Expense	2,674.20	3,109.81	-435.61
63000 Bank Fees	1.25	355.01	-353.76
64000 Credit Card Machine Fees	1,663.10	1,697.24	-34.14
66000 Employee Benefits	1,319.74	1,319.74	0.00
71000 Insurance	2,915.00	2,807.00	108.00
72000 Interest Expense	0.00	87.75	-87.75
74000 Licenses and Registrations	75.00	890.00	-815.00
75000 Public Relations	6,380.19	7,204.88	-824.69
76000 Membership/Dues/Subscrip/Books	3,590.63	2,934.99	655.64
77000 Office Expense	3,005.82	4,119.62	-1,113.80
78000 Payroll Expense	102,981.70	99,864.84	3,116.86
80000 Professional Fees	1,375.00	1,064.98	310.02
81000 Rent Expense	1,286.71	1,314.81	-28.10
82000 Repair and Maintenance	1,023.73	116.79	906.94
83000 Staff Development and Training	741.74	246.52	495.22
84500 Technology	185.89	2,000.00	-1,814.11
85000 Travel	393.61	270.60	123.01
86000 Utilities	3,738.19	4,214.60	-476.41
89000 Contingency	210.00	91.51	118.49
Total Expense	202,525.37	182,658.59	19,866.78
Net Ordinary Income	-7,643.72	13,617.32	-21,261.04
Other Income/Expense			
Other Expense			
Balancing Adjustments	0.00	-49.96	49.96
Total Other Expense	0.00	-49.96	49.96
Net Other Income	0.00	49.96	-49.96
Net Income	-7,643.72	13,667.28	-21,311.00



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Sheri Furr, Public Transit Superintendent

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Consideration of Resolution 5012 authorizing the City Manager to sign any and all documents necessary for the filing of an application for, and acceptance of, Federal Section 5311 Grant funding to support the continued operation Kingman Area Regional Transit

SUMMARY:

This is a request for Council adopt Resolution No. 5012 authorizing the City Manager or his duly authorized designee to sign all documents required for application and acceptance of Federal Transit Administration (FTA) Section 5311 Rural Public Transit Grant funding necessary to fund a portion of the annual administrative, operational, and capital expenses for Kingman Area Regional Transit (KART) for federal fiscal years beginning October 2016 and October 2017.

The Arizona Department of Transportation (ADOT) administers the FTA 5311 program and distributes funds through a competitive grant process. With this grant cycle, ADOT is implementing a two-year application cycle. The two-year cycle is designed to reduce the administrative application process for ongoing programs like KART. The grant program budget is reviewed and renewed each fiscal year.

Since ADOT is requiring the grant application in advance of the City budget process, a preliminary draft budget for federal FY 2017 has been developed and summarized below. The City Council will consider funding requests and finalize the local match for the transit program during its annual budget processes. The FY 2017 budget will be developed and presented to Council during the 2017-18 budget cycle.

FISCAL IMPACT:

Local Match requirements are as follows:

Capital is awarded based on a sliding scale of 80% to 93% with a local match required for the remaining 7% to 20%. The City contribution for capital, which includes one transit vehicle, could be up to \$29,000 if funded at 80% or \$10,150 if funded at 93%.

Preventive maintenance of vehicles is to be awarded as other capital with a 20% local match. Administrative expenses require a 20% local match and operating expenses require a 42% local match.

\$29,000 - One transit vehicle (using maximum required match)
\$12,000 - Preventive maintenance

\$42,320 - Administrative expenses
\$217,736 - Operating expenses

\$301,056 - Maximum General Fund Contribution

STAFF RECOMMENDATION:

Adoption of Resolution No. 5012

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Owen, Rob	Approved	5/9/2016 - 6:24 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:20 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:02 PM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jake Rhoades, Fire Chief

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Resolution 5013 Arizona Mutual Aid Compact

SUMMARY:

The Arizona Mutual Aid Compact between the City Of Kingman and Arizona Department of Emergency and Military Affairs based upon A.R.S. § 26-308. The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. This Agreement is construed in accordance the laws of the State of Arizona.

FISCAL IMPACT:

There is no fiscal impact to this agreement except for the opportunity reimbursement for reimbursement as outlined in the procedures from the state in accordance with A.A.C. Title 8.

STAFF RECOMMENDATION:

Staff recommends the approval of resolution 5013 for the authorization of the Arizona Mutual Aid Compact ween the City Of Kingman and Arizona Department of Emergency and Military Affairs .

ATTACHMENTS:

Description

Arizona Mutual Aid Compact

Resolution 5013

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Rhoades, Jake	Approved	5/9/2016 - 6:54 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:23 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:13 PM

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. **Purpose.**

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. **Scope.**

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. **Definitions.**

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as “ARIZONA MUTUAL AID COMPACT,” shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission

--

Special Instructions

--

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs
Equipment Costs
Commodities

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

ARIZONA MUTUAL AID COMPACT (AZMAC) POINTS OF CONTACT

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a.** The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a.** The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c.** Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- b.** This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1.** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

CITY OF KINGMAN RESOLUTION NO. 5013

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA, APPROVING AN
MUTUAL AID COMPACT BETWEEN THE CITY OF KINGMAN, ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR MUTUAL
AID ASSISTANCE**

WHEREAS, City of Kingman, Arizona is a political subdivision of the State of Arizona, (hereinafter the “City”) as prescribed within the Arizona Constitution,; and

WHEREAS, A.R.S. 11-951, *et seq*, authorizes the City to enter into an agreement authorizing the joint exercise of powers between the City and another political subdivision, including Fire Districts; and

WHEREAS, the City desires to enter into the attached Arizona Mutual Aid Compact Intergovernmental Agreement with which to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements; and

NOW THEREFORE, BE IT RESOLVED the City Council hereby approves the attached Mutual Aid Compact.

PASSED, AND ADOPTED, by the Mayor and Common Council, of the City of Kingman, Arizona this 17 day of May, 2016.

APPROVED

Richard Anderson, Mayor

ATTEST:

Sydney Muhle, City Clerk

APPROVED AS TO FORM

Carl Cooper, City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Development Services

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Ordinance 1814, Amendment to allow non-resident qualified community members to serve on the City Historic Preservation Commission.

SUMMARY:

The City's Historic Preservation Commission is requesting approval from Council to allow qualified non-resident members of the community to serve on the Commission. This commission has struggled to find qualified volunteer applicants who live within the City to serve on the commission. Applications have been received from very qualified volunteers who live outside the City limits who wish to serve and who would be valuable assets to this commission. Ordinance No. 1814 will allow the Historic Preservation Commission to be added to the list of commissions in which non-city residents are allowed to serve.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Recommend approval to allow non-resident community members to serve on the Historic Preservation Commission.

ATTACHMENTS:

Description

Ordinance No. 1814

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Muhle, Sydney	Approved	5/12/2016 - 11:24 AM

CITY OF KINGMAN

ORDINANCE NO. 1814

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AMENDING CHAPTER 2, ARTICLE IX, OF THE CITY OF KINGMAN CODE OF ORDINANCES BY AMENDING SECTION 2-157, MEMBERSHIP

WHEREAS, the Mayor and Common Council has determined that the public health, safety, and welfare will be promoted by amending the following provision to the City of Kingman Code of Ordinances;

WHEREAS, the Mayor and Common Council has determined that it is in the best interests of the City of Kingman to modify the City Code under section 2-157, to allow up to two non-city residents to act as a commission member on the Historic Preservation Commission;

WHEREAS, the Mayor and Common Council has determined to best facilitate this purpose is to modify certain text in the City Code;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the City of Kingman, Arizona as follows:

SECTION 1 Chapter 2, Article III of the Code of Ordinances of the City of Kingman is amended by deleting certain texts of the Code by strikeout and adding certain texts as noted by capitol-bold text of Section 2-157, to read as follows:

Sec. 2-157 Membership.

- (a) *Balanced membership.* It is the policy of the city that each body shall have a balanced membership which (1) possesses expertise within the body's area(s) of responsibility, and (2) is representative of the diverse interests affected by the body's decisions. No body shall be dominated by any profession or special interest group. Achieving this objective shall be a priority in the recommendation and appointment of members.
- (b) *Application.* An application of prospective members is hereby created and the following procedures are established:
 - (1) From time to time the city clerk shall publish in the newspaper an ad, in such form as the city clerk deems appropriate, listing vacancies and describing the application procedure.
 - (2) Application forms shall be uniform for all bodies and shall be available from the city clerk. Completed applications shall be returned to the city clerk and retained for the balance of that calendar year and one (1) calendar year thereafter. Applications are deemed public records and shall be available for public inspection.
- (c) *Council authority.* Membership, meetings, compensation, and other regulations applicable to each body shall be established by the common council.
- (d) *Appointments.*
 - (1) *Members.* The original members of a body shall be appointed by the mayor and must be approved by a majority vote of the common council. Subsequent appointments shall be by majority vote of the council after receiving the recommendation(s) of the body. Appointments recommended by the body shall be considered before other persons may be nominated. No person who has not filed a talent bank application with the city clerk shall be considered.
 - (2) *Chairpersons.* Annually, each body shall appoint from among its members a chairperson and vice-chairperson. The chairperson and vice-chairperson shall remain in office for one (1) year or until a successor is appointed.
 - (3) *Vacancies.* Upon the resignation or removal of a member, the remaining members shall within thirty (30) days recommend a replacement from among those persons who have filed talent bank applications. Such recommendations must be approved by the common council as described in subsection (d)(1) of this section.

(4) *Oath of office.* Within ten (10) days after receiving notice of his or her appointment, each member shall file with the city clerk the oath of office required by A.R.S. § 38-231.

(5) *Compensation.* Members shall serve without compensation. Actual out-of-pocket expenses will be reimbursed upon approval by the chairperson and confirmation by a majority vote of the common council (subject to the availability of funds).

(e) *Membership of councilmembers.*

(1) *Standing bodies.*

a. *Voting membership.* A councilmember shall not be appointed as a voting member of a standing body unless the councilmember is in the final six (6) months of his or her term and is not a candidate for a subsequent term. This prohibition does not apply to membership on the emergency services council (section 6-1).

b. *Advisory membership.* One (1) councilmember shall be appointed to serve as a nonvoting advisory member of each standing body and as general liaison between the body and the council. The councilmember is encouraged to attend as many meetings of the body as time permits. The councilmember shall not be included in determining the number of members of the body.

(2) *Special bodies.* One (1) or more councilmembers may be appointed as voting members of special bodies.

(3) *Appointments.* Appointments of councilmembers pursuant to subsections (e)(1) and (2) of this section shall be a majority vote of the remaining councilmembers. Councilmember appointments to advisory boards and commissions shall be for a one (1) year period or until a successor is appointed, and during the month of January of each year the councilmembers shall be reassigned to new boards and commissions. In the event that a councilmember has been appointed to an advisory board or commission for less than one (1) year, then that councilmember may remain with that advisory board or commission for another full term.

(f) *Residency.*

(1) *Standing bodies.*

a. *Residency before appointment.* Except as provided in subsections (f)(1)(c) of this section, a member of a standing body shall have maintained his or her primary residence within the city limits and be a registered voter for at least one hundred eighty (180) days before being appointed. Residency of at least one (1) year is strongly recommended.

b. *Residency during membership.* Except as provided in subsections (f)(1)(c) of this section, a member of a standing body shall maintain his or her primary residence within the city limits during the term of his or her membership. A member who moves outside the city limits during the term of his or her membership shall immediately notify the mayor in writing and may be required to resign at the discretion of the common council.

c. *Limited exceptions for certain bodies.* Notwithstanding subsections (f)(1)(a) and (b) of this section, the membership of the following bodies (which are responsible for facilities or services available to nonresidents as well as residents) may include a maximum of two (2) members (or, for bodies with more than seven (7) members, a maximum of one-third (1/3) of the members) who are nonresidents of the city but have maintained their primary residences within the greater Kingman area (as defined below) for at least fifty (50) days before their appointments:

1. Golf course advisory committee.
2. Parks and recreation commission.
3. Municipal utilities commission.
4. Tourism and development commission.
5. Clean city commission.
6. Transit advisory commission.
7. Economic development and marketing commission.

8. HISTORIC PRESERVATION COMMISSION

Such a member shall continue to reside in the greater Kingman area during the term of his or her appointment or may be required to resign as provided in subsection (f)(1)(b) of this section. As used in this subsection, "greater Kingman area" shall include actual residences that have a Kingman or Golden Valley residential mailing address.

(2) *Special bodies.* There are no residency requirements for members of special bodies.

(g) *Terms.*

(1) *Standing bodies.*

a. *Initial term of members.* A member of a standing body shall be appointed for a three (3) year term and shall remain in office until the term expires or a successor is appointed, with the exception that a member appointed to replace a member who has resigned or been removed shall be appointed for the remainder of the departing member's term. Terms shall be staggered.

b. *Reappointment of members.* A member of a standing body may be reappointed for an additional term upon the expiration of his or her initial term. A member appointed to replace a member who has resigned or been removed may be appointed for two (2) additional terms; provided, that their appointment to complete an

unexpired term did not exceed eighteen (18) months. A member may serve more than two (2) consecutive three (3) year terms upon approval by a supermajority vote of the common council.

c. *Chairpersons.* The chairperson and vice-chairperson of a standing body shall be appointed for an annual term or until a successor is appointed and may be reappointed any number of times during the terms of their memberships.

d. *Simultaneous membership.* No member of a standing body shall simultaneously serve as a member of another standing body. This prohibition shall not apply to membership on a special body, or on the board of adjustment, building board of appeals, business license review board, historic district design review board, industrial development board, volunteer firemen's relief and pension fund, public safety personnel retirement board, municipal property corporation, personnel board, or a noncity board, committee, or commission; provided, however, no member of the planning and zoning commission shall simultaneously serve as a member of the board of adjustment.

(2) *Special bodies.* Members and chairpersons of special bodies shall be appointed for the duration of the body unless otherwise specified by the common council at the time the body is organized.

(h) *Removal.* A member of a body may be removed, with or without cause, by a majority vote of the common council. A body, with the approval of the council, may specify matters constituting cause for removal of its members. Such matters shall constitute cause for removal when reported to the mayor by the body. Such matters shall not, however, limit the discretion of the council to remove members for other reasons.

SECTION 2 If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman,
Arizona, on _____, 2016

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: John A. Dougherty, City Manager

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Decorative Bricks on the Walk of Fame

SUMMARY:

The Kingman Area Chamber of Commerce has informed the City Manager that they are no longer interested in participating in the decorative bricks sales. The Kingman Downtown Merchants Association (KDMA) has stepped forward as a 501-c3 willing to continue the program. A discussion needs to take place as to what Council's wish is for continuing the program, whether staff needs to draft a contract with KDMA or the project be brought in-house under the Tourism Department Director?

One question that does need to be answered is who is on the Board of Directors for KDMA. My discussion was with Matt Wanner and Joni Millen, I was informed that the Chamber Board handed this project off to KDMA by Joni.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Council discretion

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Dougherty, John	Approved	4/29/2016 - 5:57 PM
City Attorney	Cooper, Carl	Approved	5/2/2016 - 12:20 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:06 PM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Public Works

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Ordinance No. 1813: Amending The Streets and Sidewalks Development Rules and Regulations

SUMMARY:

The Traffic Safety Committee has been reviewing needed amendments to the City of Kingman Streets and Sidewalks Development Rules and Regulations. The committee felt that the issue of development on dirt streets needed to be addressed. While full street improvements are required in new subdivisions, they are not in existing subdivisions. Kingman has many subdivisions that were platted in the 1920's through 1950's. While water and sewer have to be extended if someone builds on one of these legacy lots, they do not have to install paving, curb, or sidewalk. Under our current regulations, someone could build a whole block of 24 homes and not install street improvements. This leads to higher maintenance costs to keep dirt streets passable. A CIP sheet has been presented to Council for the paving of dirt streets. If the city were to fund paving developed dirt streets, it would seem advisable to stop allowing new ones to be created. This proposed amendment would prohibit the issuance of building permits on previously undeveloped dirt street blocks, unless full street improvements are installed. Building permits would still be issued on dirt streets that are partially developed and located on our list of maintained unimproved streets.

The proposed amendment would also delete the low-cost pavement program from our regulations. This program was used in the past to pave some residential streets. The program was similar to an improvement district with residents paying for paving, and the city doing the work. However, they did not include curb, gutter, or sidewalk improvements. Also, the construction standards were less than what would be required for new development.

The amendment also addresses driveway location and separation standards.

FISCAL IMPACT:

Loss of potential building permit fees
Maintenance savings from not adding new dirt streets

STAFF RECOMMENDATION:

Staff recommends adopting Ordinance No. 1813.

ATTACHMENTS:

Description

Ordinance No. 1813

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Owen, Rob	Approved	5/6/2016 - 5:40 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:22 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:10 PM

CITY OF KINGMAN ORDINANCE NO. 1813

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AMENDING SECTION 1-1, 1-4, TABLE 2 NOTES, AND SECTION 1-12 OF THE STREETS AND SIDEWALKS RULES AND REGULATIONS OF THE CITY OF KINGMAN ARIZONA

WHEREAS, City of Kingman Streets and Sidewalks Development Rules and Regulations represents the official city policy in regards to the improvement and maintenance of city streets to a condition that allows for the safe movement of pedestrian, bicycle and vehicular traffic, and

WHEREAS, the Mayor and Common Council has determined that the public health, safety, and welfare will be further promoted by requiring new subdivisions and development requiring a building permit be accessed from streets that are currently maintained by the City of Kingman, and if not currently maintained, such streets shall be fully improved by the developer at the time of development to the adopted standards of this ordinance, and

WHEREAS, the Mayor and Common Council has determined that the public health, safety, and welfare will be further promoted by increasing the minimum distances for driveways from street intersections.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the City of Kingman, Arizona as follows:

SECTION 1. Sections 1-1, 1-4, Table Two Notes, and Section 1-12 of *Streets and Sidewalks Development Rules and Regulations of the City of Kingman* is hereby amended as shown in Exhibit "A" with bold capitalized text to show the additions and red strikeout text to show the deletions.

SECTION 2. City of Kingman Unimproved Streets Maintenance List is hereby referenced as Exhibit "B" to this ordinance.

SECTION 3. Penalties for violations of these sections shall be in accordance with Section 1-8 of the Code of Ordinances of the City of Kingman, Arizona.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on the 17th day of May, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

EXHIBIT "A"

Sec. 1-1. Policy Statement

It will be the policy of the City of Kingman to ~~improve and~~ maintain streets within the City to a condition that allows for the safe movement of pedestrian, bicycle, and vehicular traffic. The development or opening of any street by private developers shall be approved by the City only upon satisfactory demonstration that the development or opening will meet the **FULL** street development standards and specifications adopted by the City Council, **AS SHOWN IN TABLE ONE AND TABLE TWO OF THESE REGULATIONS**, that proper engineering and safety standards have been addressed, and that provisions for drainage are in accordance with the Kingman Area Master Drainage Plan Design and Administrative Manual.

NO NEW SUBDIVISION SHALL BE APPROVED UNLESS THE AREA TO BE SUBDIVIDED HAS PERMANENT ACCESS FROM A PAVED FEDERAL, STATE, COUNTY OR CITY HIGHWAY OR STREET WHICH HAS BEEN OR WILL BE IMPROVED, PRIOR TO FINAL PLAT APPROVAL, TO STANDARDS CONTAINED HEREIN. IF THE SUBDIVISION IS NOT CONTIGUOUS TO SUCH A ROADWAY, OR THE ROADWAY HAS NOT BEEN IMPROVED TO THESE STANDARDS, THE DEVELOPER SHALL BE REQUIRED TO OBTAIN RIGHT-OF-WAY AND CONSTRUCT AN ACCESS ROAD TO SUCH ROADWAY OR SUBDIVISION, IN ACCORDANCE WITH THE CITY STANDARDS AND SPECIFICATIONS.

NO BUILDING PERMIT SHALL BE APPROVED UNLESS THE LOT(S) OR PARCELS(S) TO BE DEVELOPED HAS PERMANENT ACCESS FROM A FEDERAL, STATE, COUNTY OR CITY HIGHWAY OR STREET WHICH IS ACCEPTED AND MAINTAINED AS OF THE DATE OF ORDINANCE NO. 1813, OR IS ON THE CITY OF KINGMAN UNIMPROVED STREETS MAINTENANCE LIST, (EXHIBIT "B" TO THIS ORDINANCE).

ANY LOT(S) OR PARCEL(S) LOCATED ADJACENT TO A FEDERAL, STATE, COUNTY, OR CITY HIGHWAY OR STREET THAT IS NOT MAINTAINED AS OF THE DATE OF THIS ORDINANCE, SHALL BE REQUIRED TO IMPROVE THE ADJACENT STREET(S) TO THE STANDARDS OF THESE REGULATIONS ACROSS THE FULL FRONTAGE(S) OF THE LOT(S) OR PARCEL(S) AT THE TIME OF DEVELOPMENT. ADDITIONALLY, AT THE TIME OF DEVELOPMENT, THE REQUIRED STREET IMPROVEMENTS SHALL BE EXTENDED TO THE NEAREST PAVED FEDERAL, STATE, COUNTY, OR CITY HIGHWAY OR STREET.

The City Council also recognizes that infill development on dirt/graveled streets can increase particulates in the air, creating an undesirable air quality condition. The Council encourages the residences in these neighborhoods to work with the City in getting these streets paved ~~in the most cost effective process~~ through the formation of an improvement district, ~~or where appropriate through the use of the "Low Cost Maintenance Paving Program".~~

Sec. 1-4. Construction/Reconstruction of Streets

The Kingman Area Transportation Study (KATS) will serve as the primary tool for programming major street construction and reconstruction projects. Supplemental engineering studies, maintenance records, traffic counts and traffic projections may also be used in the programming of street construction and reconstruction projects.

- (a) MAJOR AND MINOR ARTERIALS (KATS refers to these as Primary Arterial). The programming of the construction and reconstruction of arterials shall be the responsibility of the Public Works Department. Funding for such projects may be derived from local improvement districts, City revenues, Highway User Funds, Lottery Funds, State and/or Federal grants, and/or bond issues.

Exceptions to this rule may be required for certain subdividing and land development programs, whereby the Common Council may determine that a development cannot be approved unless the developer improves or participates in the improvement of the arterial.

(See Sec. 4.6(1) of the City Subdivision Ordinance and Sec. 1-5 of this Article).

- (b) COLLECTOR STREETS (KATS - Collector). The construction of collector streets to or in a new subdivision shall be the responsibility of the developer. Construction of collector streets in existing subdivisions shall be the responsibility of the property owners and may be financed by either cash, an improvement district, an assessment district, a bond issue, or when available with State and Federal Grant monies. Reconstruction of collector streets may be financed by City funds, grants, improvement districts or bond issues.

- (c) LOCAL AND RURAL STREETS. The construction of local and rural streets in new subdivisions shall be the responsibility of the developer. Construction of such streets in existing subdivisions or in unsubdivided areas shall be the responsibility of the property owners and may be financed by cash or through the formation of an improvement district, assessment district, ~~or through the use of the City's Low-Cost Maintenance Paving Program as described below~~. When available, State and Federal grants may also be used to construct these types of streets.

- (d) HALF WIDTH STREETS. In cases where a developer only controls property on one side of the street right-of-way, street improvements for one half the width plus eight feet of additional paving shall be required, in accordance with the Table One.

~~(e) GRADED ACCESS. In existing subdivisions, where a dedicated roadway has not been opened and developed, it shall be the responsibility of the developer or lot owner(s) to have the roadway opened at such time that development occurs. Engineering plans for the opening of the roadway shall be provided to the City Engineer for review and approval, prior to the construction. Said plans shall be in accordance with the design standards called out in Section 4.6 of the City Subdivision Ordinance and the Kingman Area Master Drainage Plan Design and Administrative Manual, and shall include grading, shaping, and placement of four inches of AB gravel.~~

~~(f) LOW-COST MAINTENANCE PAVING PROGRAM. To provide a procedure for local residents in existing residential subdivisions or developed areas that are serviced by graded access, a Low-Cost Maintenance Paving Program may be utilized. The criteria and standards for this program are as follows:~~

SCOPE OF PROGRAM:

~~Eligible Street Class: Local~~

~~Pavement Width: 24 ft. to 32 ft~~

~~Pavement Depth: 2 inches~~

~~Pavement Type: Asphalt Cold or Hot Mix~~

~~Curb and Gutter: Not required~~

~~Base Material: ABC Placed by~~

~~City as required~~

~~Drainage: Drain to shoulder~~

~~Minimal flows (accepts and discharges drainage of local area only)~~

Grade: _____ Graded to drain only, along natural grade

PROCEDURE:

~~(1) City notifies the general public of receipt of applications from interested property owners (fall months).~~

~~(2) City accepts applications from residential areas that have:~~

~~a. Evidence that at least 80% of the property owners adjacent to the street to be paved are willing to subscribe to the program.~~

~~b. The property owners have someone from the neighborhood to act as liaison between the City and property owners.~~

~~(3) City reviews applications for eligibility based on:~~

~~a. Traffic volume.~~

~~b. Access to paved roadway(s).~~

~~c. Adequacy of drainage.~~

~~d. Need.~~

~~e. Adequacy of existing base material.~~

~~f. Utilities already in place.~~

~~g. Availability of City resources.~~

~~(4) Eligible projects will be selected and processed in accordance with the following:~~

~~a. Estimate made of cost of labor and materials for force account project by City crews.~~

~~b. Cost estimates apportioned to adjacent properties by multiplying number of linear feet of frontage of each property which fronts on the improvement by the cost per front foot.~~

~~c. Property owners notified of their costs by liaison person.~~

~~d. Total payments collected and placed on deposit with the City prior to July 1.~~

~~e. Residents who cannot pay proportionate share immediately may be allowed to pay an established monthly amount with interest for a 12-month period.~~

~~f. After total payments have been collected, the project is scheduled for construction during summer, early fall months.~~

SUMMARY:

~~(1) The Low Cost Maintenance Paving Program is completely voluntary.~~

~~(2) Only projects that have 100% cost participation from affected property owners will be built.~~

~~(3) Nothing will be started which cannot be completed by October 31st of each year.~~

~~(4) Projects will be prioritized on a first come – first served basis.~~

TABLE TWO NOTES

NOTE 1. A.D.T, is average daily traffic.

NOTE 2. Expected A.D.T, is based on the total developable area. Densities of population shall be determined from the General Plan, Area Plan, and/or Zoning Regulations.

NOTE 3. Drainage facilities may require additional right-of-way and/or slope easements.

NOTE 4. When urban development expands adjacent to a rural street section, that street shall be designed and built to urban standards.

NOTE 5. At the intersection of two streets of different classifications, the corner cut-off dimension and curb return radius of the wider street shall be used.

NOTE 6. Right-of-way width may have to be increased in areas to allow the installation of suitable sidewalks, drainage structures, turn lanes, and other necessary offsite improvements. In addition the functional classification and geographic location of the roadway may dictate additional right-of-way width. ~~The 1997 Kingman Area Transportation Plan identifies a 130-foot right-of-way width for Principal/Major Arterial where 6 lanes of traffic are projected; Major Arterial (typical section line road—4 lanes), 100 foot right-of-way width; Major Arterial (two lanes) with a 70 foot right-of-way width; Minor Arterial/Collector (typical mid-section line road—two lanes) with a 70 foot right-of-way width. (This note amended by Ord.1179, adopted 07/20/98)~~

THE 2011 KINGMAN AREA TRANSPORTATION PLAN IDENTIFIES A 130-FOOT RIGHT-OF- WAY WIDTH FOR MAJOR ARTERIAL STREETS; MINOR-ARTERIAL 100 FOOT RIGHT-OF-WAY WIDTH; COLLECTOR, 80 FOOT RIGHT-OF-WAY WIDTH; RURAL COLLECTOR, 70 FOOT RIGHT-OF-WAY WIDTH.

NOTE 7. Street width is measured from the back of curbs for urban sections, and pavement edges for rural sections.

NOTE 8. Rural roadways may be considered in lieu of local and collector streets only, with applicable urban design criteria.

NOTE 9. When development occurs on one side of the street (where both sides of the street can be developed), minimum limits – of roadway construction shall be per Section 1-4. (d) for half streets. (This note amended by Ord. 1235, adopted 10/18/99)

NOTE 10. ~~Street width may be reduced to 29 foot minimum (back of curb) on streets separated from the main flow of traffic which would provide access to properties on one side of the street only (where development of the other side of the street is unlikely due to physical circumstances) if adequate for drainage facilities and as individually approved by the City Council.~~

NOTE 11. The right-of-way radius is defined as the property line radius required at intersecting street corner.

Other design considerations should be based on the following standards:

(a) Except on super elevated curves and at intersections, or where streets are used for

drainage, all street sections will have a positive crown to provide drainage from the centerline to each gutter. The slope provided by the crown should not be more than 2% as measured from centerline to edge of pavement.

(b) Finish slope resulting from excavation or embankment shall not exceed 2:1 unless approved by the City Engineer upon receipt of a determination in a soils report that the steeper slope, as constructed, will be stable.

(c) Inverted streets used for storm drainage shall have vertical curb and gutter and inverted crown not exceeding 2%.

Sec. 1-12. Driveways (Also See Figure 1-1)

Residential driveways are defined as those serving single family or duplex housing. Those serving more than two dwelling units **AS WELL AS PUBLIC, COMMERCIAL, AND INDUSTRIAL USES** are considered commercial driveways.

The minimum width of residential driveways on Collector, ~~and~~ Local **AND RURAL** streets shall be 12 feet; the maximum width shall be 25 feet. **THE MINIMUM WIDTH OF COMMERCIAL DRIVEWAYS SHALL BE 24 FEET, EXCEPT ON MAJOR ARTERIAL STREETS THEY SHALL BE 30 FEET. THE MAXIMUM WIDTH OF COMMERCIAL DRIVEWAYS SHALL BE 40 FEET.**

The minimum distance from the curb return at an intersection **FOR ALL DRIVEWAYS** shall be ~~10~~ **30** feet on Local **AND RURAL** streets and ~~20~~ **100** feet on Collector and ~~Rural~~ **MINOR ARTERIAL** streets. **THE MINIMUM DISTANCE FROM A CURB RETURN AT AN INTERSECTION FOR A COMMERCIAL DRIVEWAY ON A MAJOR ARTERIAL STREET SHALL BE 200 FEET.**

Residential driveway access to Major Arterial streets is prohibited, and strongly discouraged on Minor Arterial streets; however, should it be determined by the City Engineer that it is unavoidable due to topographic conditions or former platting, **A RESIDENTIAL DRIVEWAY MAY BE PERMITTED ON A MINOR ARTERIAL STREET.** ~~‡~~The same driveway widths as noted above shall apply and the minimum distance from the curb return shall be ~~30~~ **100** feet.

~~Commercial driveways are all driveways and alley entrances not described above. Commercial~~
~~d~~Driveway design and spacing requirements are defined in Section ~~XXH~~ **22.000** of the City Zoning Ordinance. In addition to the criteria called out in Section ~~XXH~~ **22.000** of the Zoning Ordinance, the following standards shall also apply to **COLLECTOR, MINOR ARTERIAL, AND MAJOR** arterial streets:

(a) Where possible, no driveway shall be located closer ~~than 30 feet~~ to the nearest intersecting curb line **THAN THE DISTANCES CALLED OUT ABOVE AND SHOWN IN FIGURE 1-1. IF MINIMUM DISTANCES CANNOT BE ACHIEVED WITHIN THE PROPERTY LIMITS, THE DRIVEWAY SHALL BE PLACED AS FAR FROM THE INTERSECTION AS POSSIBLE. COMMERCIAL DRIVEWAYS THAT DO NOT MEET THE MINIMUM DISTANCE FROM THE CURB RETURN MAY BE RESTRICTED TO RIGHT-IN, RIGHT-OUT CONFIGURATIONS.**

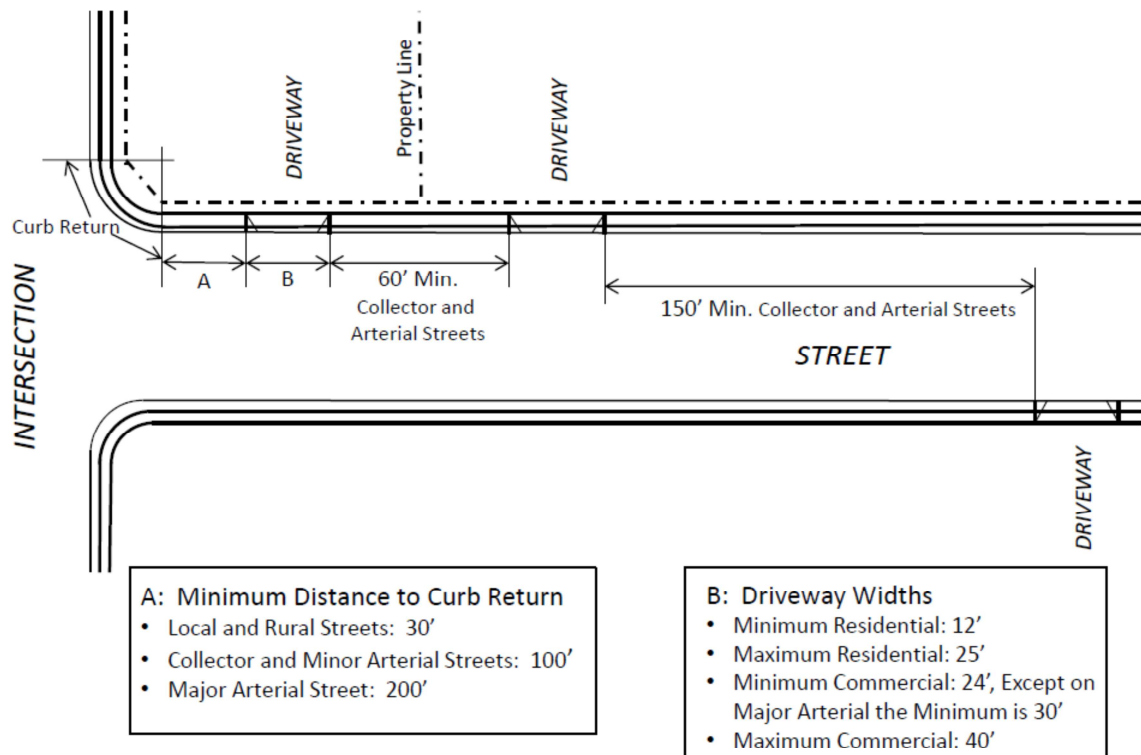
(b) One driveway will be permitted when frontage is less than 300 feet. Two driveways will be permitted when the frontage is 300 to 600 feet. Three driveways will be permitted when the frontage is greater than 600 feet.

(c) Adjacent driveways should be no closer than 60 feet.

(d) The use of shared driveways between adjacent parcels is encouraged whenever possible.

- (e) Driveways on opposite sides of a street should not be offset less than 150 feet.
- (f) A main driveway into a site shall not have any intersections from parking aisles or on-site streets within 80 feet of the arterial street curb line.
- (g) **WHERE A CORNER LOT ABUTS AN ARTERIAL STREET AND A COLLECTOR OR LOCAL SIDE STREET, DRIVEWAY ACCESS SHALL BE PERMITTED ONLY ON THE NON-ARTERIAL SIDE STREET.**

Figure 1-1



ALL CURB CUTS AND DRIVEWAY PLANS SHALL BE APPROVED BY THE CITY ENGINEER

EXHIBIT “B”

CITY OF KINGMAN UNIMPROVED STREETS MAINTENANCE LIST

STREET	LOCATION
1st St.	Golconda Ave. to Goldroad Ave.
3rd St.	Old Trails Rd. to Oatman Ave.
6th St.	Hoover Ave. to Phoenix Ave.
Airfield Ave.	Washington St. to Eastern St.
Arizona St.	Airway Ave to Kino Ave.
Arizona St.	Kino Ave. to Gordon Ave.
Astor Ave.	Western Ave. to West End
Astor Ave.	Harvard St. to West End
Atlantic Ave.	Fort Beale Rd. to north to City Limits
Benton St.	Stephens Ave. to Airway Ave.
Benton St.	Kino Ave. to Gordon Ave.
Berry Ave.	Washington St. to Eastern St.
Byrd Ave.	Townsend St. to Bank St.
Calumet Ave.	Swing St. to Rutherford St.
Camelback Blvd.	Christy Dr. to 550' West
Cerbat Vista Dr.	Latigo Ln. to 334' north of Latigo
Clare Ave.	Beale St. to end of right of way
Colorado Ave.	Railroad St. to Adams St.
Colorado Ave.	Washington St. to Eastern St.
Commercial St.	Park Ave. to Golconda Ave.
Coolidge St.	Stephens Ave. to Airway Ave.
Coronado Ave.	Benton St. to Adams St.
Crozier Ave.	Airfield Ave. to Hoover St.
Crozier Ave.	Dawes St. to Harrison St.
Cypress St.	Pacific Ave. to Airfield Ave.
Du Bois Ln.	Utility Lane to Ericson Dr.
Eagle Rock Rd.	Pacific Ave. to Detroit Ave.
El Rancho Dr.	Harvard St. to West End
Essco St.	Stephens Ave. to Morrow Ave.
Evans St.	Kino Ave. to Gordon Ave.

Florence Ave.	Stockton Hill Rd. to Western Ave.
Glen Rd.	Airway Ave. to Morrow Ave.
Glen Rd.	Morrow Ave. to Roland Ct.
Gold St.	Gulley Dr. to Stowell Ave.
Golconda Ave.	Commercial St. to 1st St.
Gulley Dr.	Silver St. to Gold St.
Hall Ln.	Evelyn Dr. to east 200'
Harrison St.	Southern Ave. to Emerson Ave.
Harvard St.	Shadow Mountain Rd. to Carlton St.
Irving St.	Kino Ave. to Gordon Ave.
Johnson Ave.	Vermont St. to west 261'
Kachina Ave.	Adams St. to Washington St.
Karen Ave.	Jackson St. to Monroe St.
Kemp Ave.	Airfield Ave. to Hoover St.
Kenwood Ave.	Fairfax St. to East End
La Salle St.	Robinson Ave. to Pasadena Ave.
Lampton Ave.	Kit Carson Rd. to North End
Latigo Ln.	Cattle Dr. to Harvard St.
Lomita St.	Gordon Ave. to South dead end
Louise Ave.	Stockton Hill Rd. to West End
Lovin Ave.	Railroad St. to Washington St.
Lucille Ave.	Stockton Hill Rd. to Western Ave.
Melody St.	Kino Ave. to Gordon Ave.
Mohave Wash Dr.	Airway Ave. to Morrow Ave.
Monroe St.	Wikieup Ave. to Pasadena Ave.
Morrow Ave.	Bank St. to Benton St.
Mountain Ave.	Railroad St. to Washington St.
Nevada St.	Kino Ave. to Peart Ave.
Nevada St.	Stephens Ave. to Airway Ave.
Oatman Ave.	3rd St. to 4th St.
Pacific Ave.	Prescott St. to Sage St.
Palo Christi Dr.	Palo Christi Rd. to South end of R/W
Park St.	6th St. to 7th St.
Pasadena Ave.	Railroad St. to Adams St.
Peart Ave.	Bank St. to Arizona St.

Phoenix Ave.	Monroe St. to Adams St.
Pico St.	Stockton Hill Rd. to West End
Pinal St	Stephens Ave. to Airway Ave.
Pinal St.	Coronado Ave. to Gordon Ave.
Prescott St.	Sunshine Dr. to Kino Ave.
Prescott St.	Kino Ave. to Gordon Ave.
Railroad St.	Ross Ave. to Mountain Ave.
Rainbow Dr.	Kino Ave. to Gordon Ave.
Ralph St.	Wilshire Ave. to Berk Ave.
Rhoades Ave	Townsend St. to Evans St.
Rhoades Ave	Townsend St. to Bank St.
Rutherford St.	Armour Ave. to Airway Ave.
Sage St.	Southern Ave. to Louise Ave.
Sage St.	Louise Ave. to Pasadena Ave.
Sage St.	Detroit Ave. to Airfield Ave.
Stephens Ave.	Nevada St. to Roosevelt St.
Sheldon Ave.	Western Ave. to Manor Dr.
Short St.	Ashfork Ave. to Valentine Ave.
Simon Ave.	6th St. to Ralph St.
Slaughter House Cyn. Rd.	Diamondback St. to West End
Stone St.	Longview Ave. to Lydia Dr.
Sunrise Ave.	West Limit of Asphalt to City Limit
Sunset Blvd.	Stockton Hill Rd. to West End
Superba Ave.	Railroad St. to Adams St.
Swing St.	Beverly Ave. to Calumet Ave.
Swing St.	Stephens Ave. to Airway Ave.
Sycamore Ave.	Harvard St. to west of Harvard 535'
Utility Ln. N	Du Bois Ln. to north 130'
Valentine Ave.	Airfield Ave. to Hoover St.
Valentine Ave.	Dawes St. to Harrison St.
Vermont St.	East and West of Jefferson
Wellman Ave.	Anson Smith Rd. to west 900' from Anson Smith
Wilshire Ave.	Fairfax St. to east 230'
Yavapai St.	Airfield Ave. to North End



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Engineering Department

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Eastern Street Project Assessment

SUMMARY:

Staff, along with consulting engineers, Ritoch Powell, and Associates, Inc. has drafted a project assessment for the design of Eastern Street between Pasadena Avenue and Airway Avenue.

The scope consists primarily of replacing the failing roadway pavement, modifying the alignment at the Airway Avenue intersection, improving drainage characteristics, and improving facilities for pedestrians and bicycles.

Staff has recommended the preferred combined alternative of Sections 1E and 2B as presented in the Draft Project Assessment.

Upon approval by Council, Staff will complete the final design and develop a Right of Way needs assessment.

FISCAL IMPACT:

All design monies are currently budgeted. Right of Way and Construction monies will be budgeted in later years.

STAFF RECOMMENDATION:

It is recommended that the Council direct staff to complete the Project Assessment and final design utilizing Sections 1E and 2B, modified as needed to meet design criteria.

ATTACHMENTS:

Description

PowerPoint Presentation

Summary of Public Comments

Eastern Draft PA

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Henry, Greg	Approved	5/9/2016 - 2:20 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:21 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:07 PM

Eastern Street Design

Pasadena Avenue to Airway Avenue

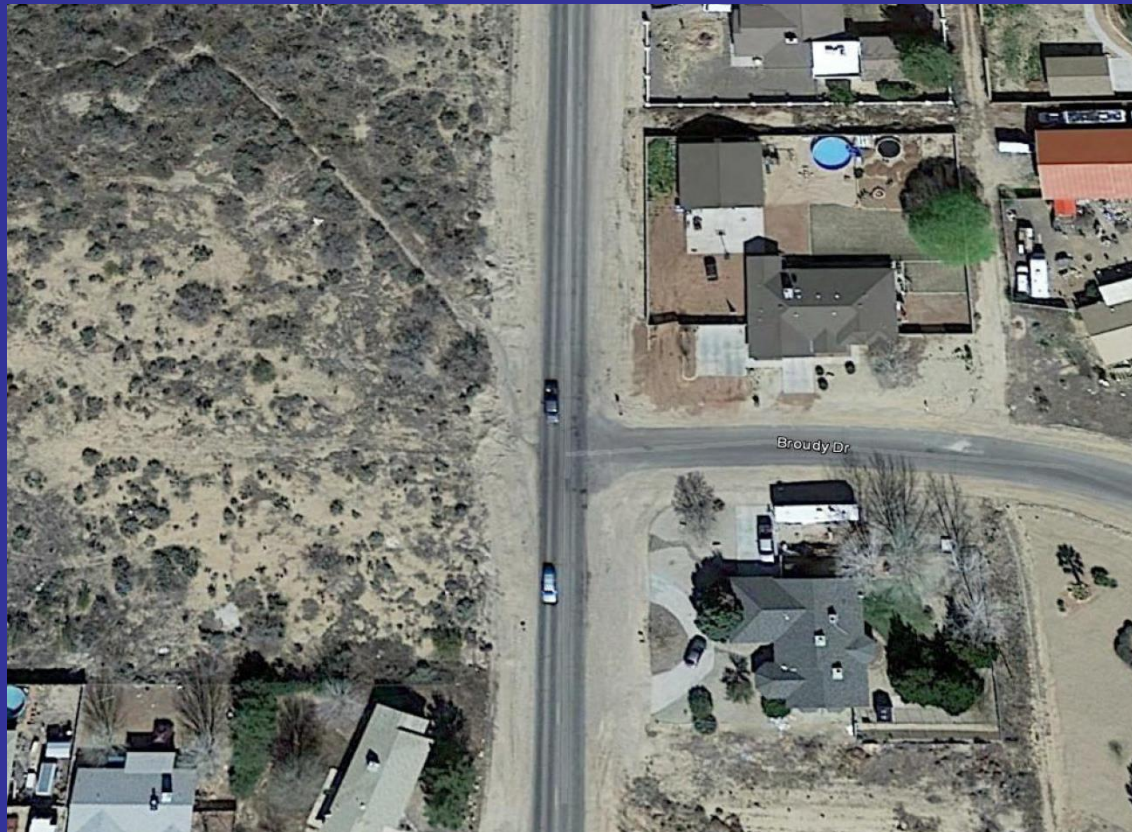
Project ENG15-048

ROADWAY DESIGN

- Minimum 1 lane each direction
- Possible center turn lane and/or bicycle lanes and pedestrian accommodations
- Drainage considerations
- Railroad limitations
- Interstate 40 bridge restrictions
- FEMA floodplain issues
- Mohave County drainage study
- Right of way limitations

AREAS OF CONCERN

DRAINAGE NEAR BROUDY DRIVE



AREAS OF CONCERN

RIGHT OF WAY ALONG RAILROAD



AREAS OF CONCERN

DRAINAGE AT INTERSTATE 40



AREAS OF CONCERN

APPROACH TO AIRWAY AVENUE



CONSTRUCTION COSTS

- Estimated \$6.9 million to \$8.9 million
- Right of Way costs of \$1.3 million to \$4 million
- May need to be phased over many years
- Improvements needed regardless of other development

EASTERN STREET DESIGN TIMELINE

2015

Consultant Selection

- Ritoch Powell & Associates Chosen
- Contract Initiated 9/2/2015

Research

- Initial Survey Completed
- Pavement Analysis Completed

**Spring
2016**

Project Assessment

- Complete Project Assessment
- Public Input
- Choose Preferred Alternative

Preliminary Design

- Prepare 60% Plans
 - Drainage
 - Utilities
 - ROW
 - Railroad Input
 - ADOT Input

**Summer
2016**

Final Design

- Complete Final Design
 - Finalize Construction Documents
 - Finalize ROW Plans

Construction Planning

- Develop Budget and Phasing Plans

**Fall
2016**

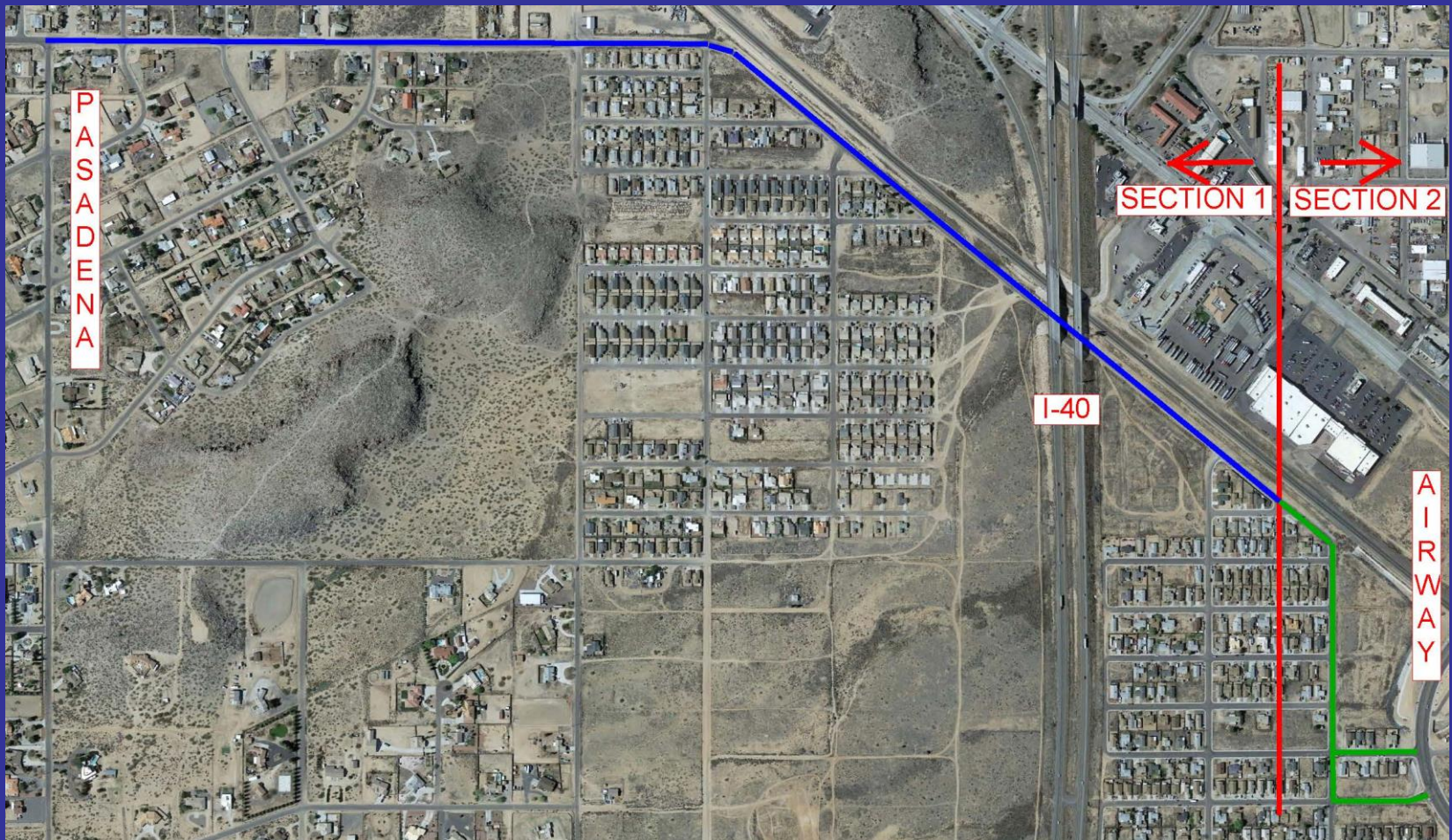
Bid Package(s)

- Complete Bid Package

ROW

- Begin ROW Acquisition for Construction in FY 2017 or later

EASTERN STREET SECTIONS



AIRWAY ALTERNATIVES

- Section 2 considered from Prescott Street to Airway Avenue
- Main concern is Airway Avenue intersection

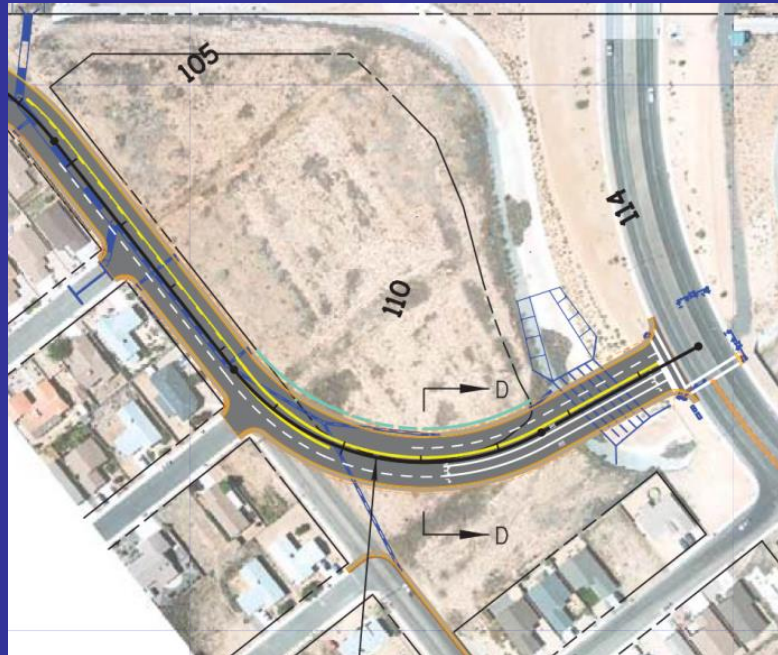
AIRWAY ALTERNATIVES

- A) Construct within current “Lomalai” alignment
 - \$3.5 million
 - Least amount of Right of Way needed
 - Culvert is more expensive and inefficient hydraulics



AIRWAY ALTERNATIVES

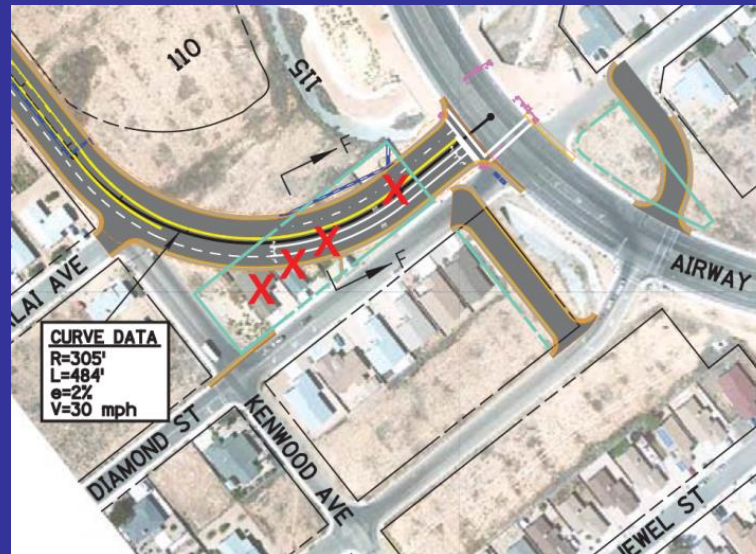
- B) Move slightly west of “Lomalai” alignment
- \$3 million (cheapest)
 - May be difficult due to grade issues



AIRWAY ALTERNATIVES

C) Move east and acquire Diamond Street properties

- \$4 million (most expensive)
- Several residences must be purchased
- Minor alterations to culvert may be required



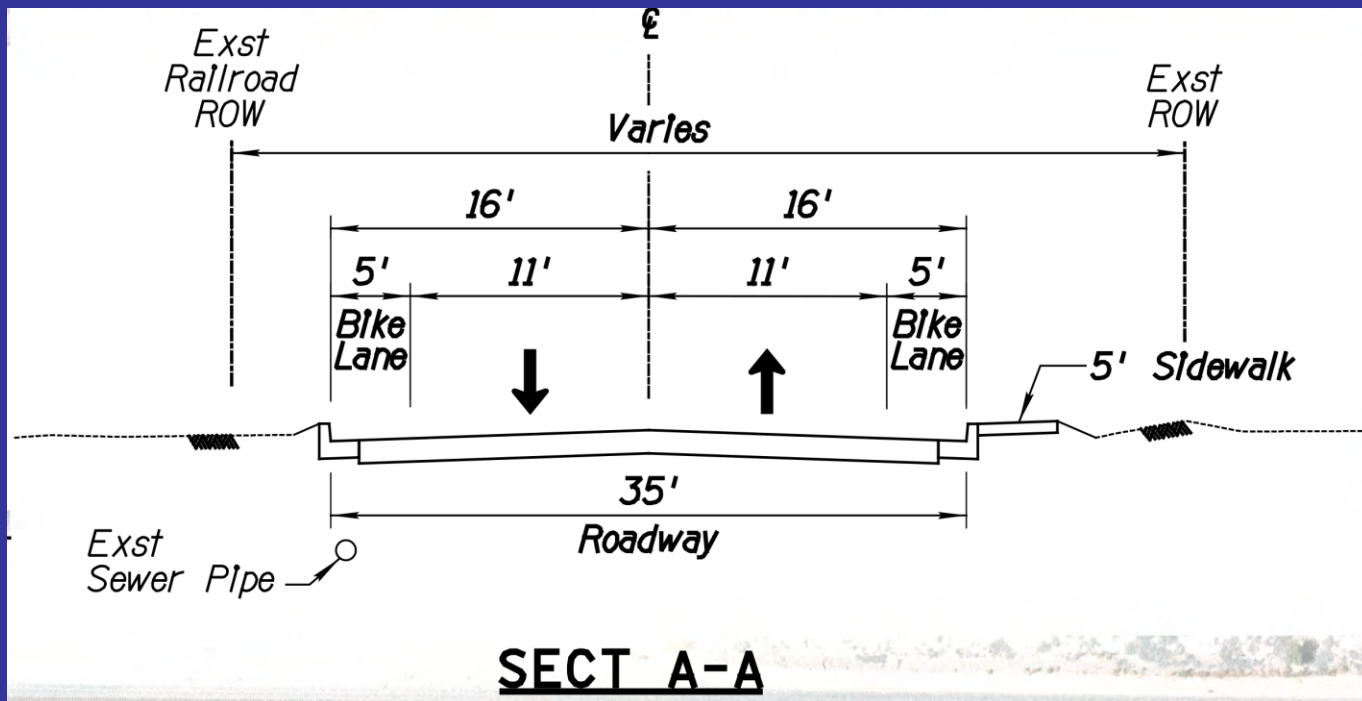
LANE CONFIGURATIONS

- Section 1 considered from Pasadena Avenue to Prescott Street
- Main concern is drainage and lane configurations
- Right of Way a consideration for lanes

SECTION 1 ALTERNATIVES

A) “Local” street with no center lane and bicycle lanes

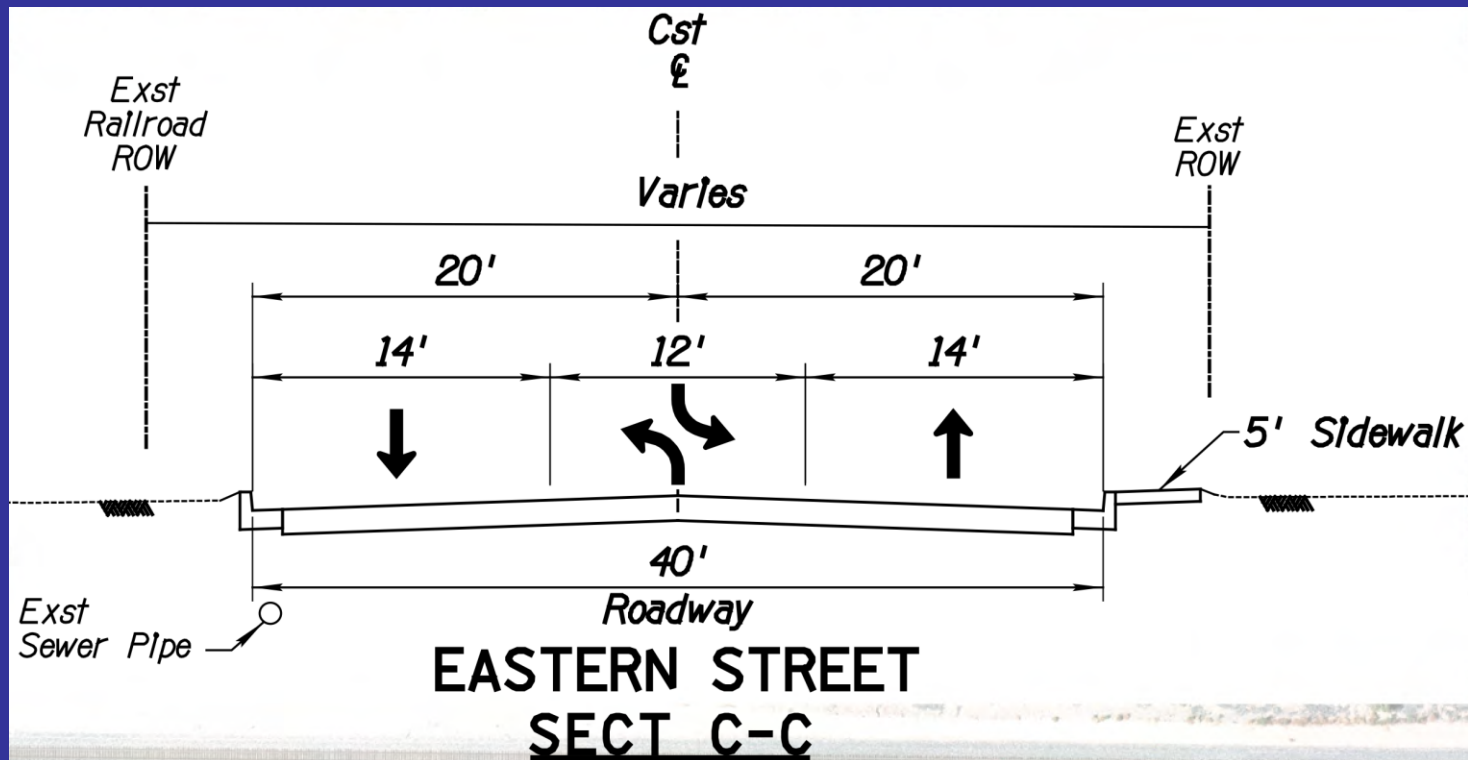
- \$5.8 million (\$944,000 Right of Way)
- Cheapest and least row



SECTION 1 ALTERNATIVES

B) CENTER LANE AND NO BICYCLE LANES

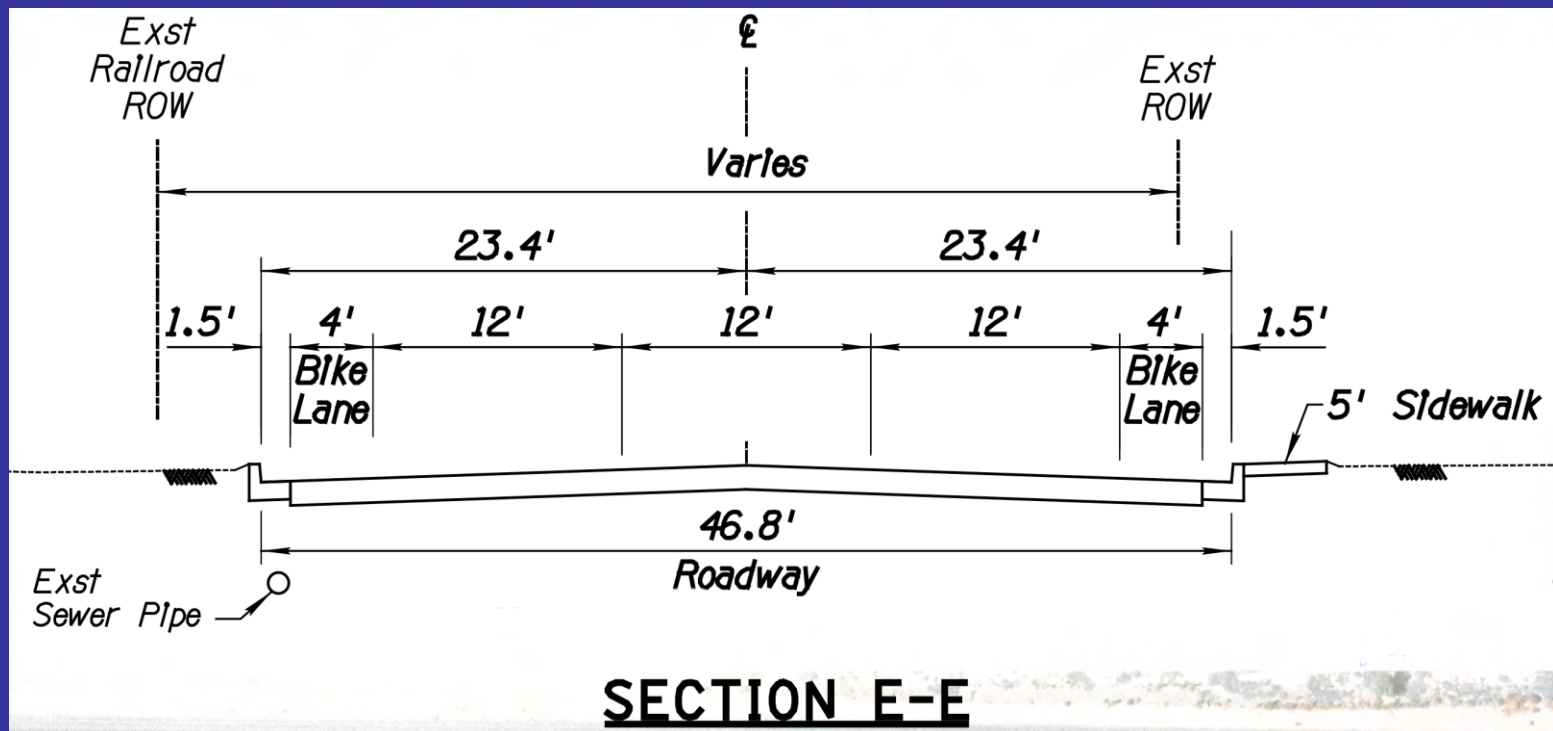
– \$6.3 MILLION (\$1.05 MILLION ROW)



SECTION 1 ALTERNATIVES

C) Center lane and bicycle lanes

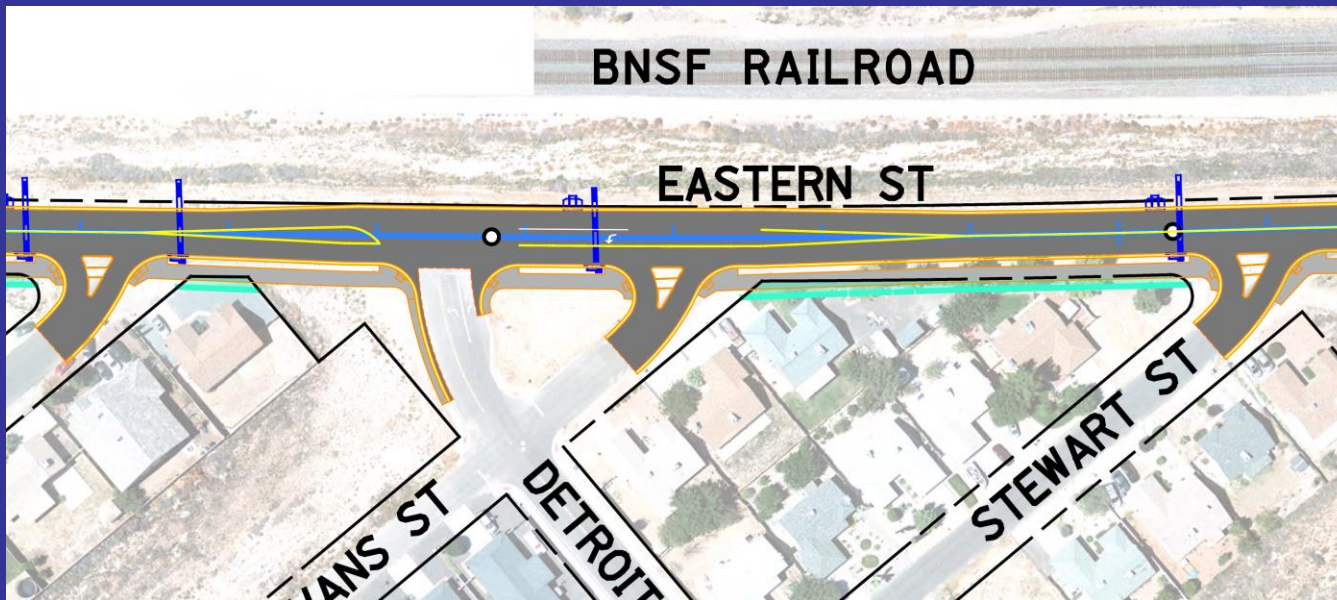
- \$7.75 million (\$2 million Right of Way)
- Most expensive and most Right of Way



SECTION 1 ALTERNATIVES

D) Selective center lane, bicycle lanes, and 8' detached walk

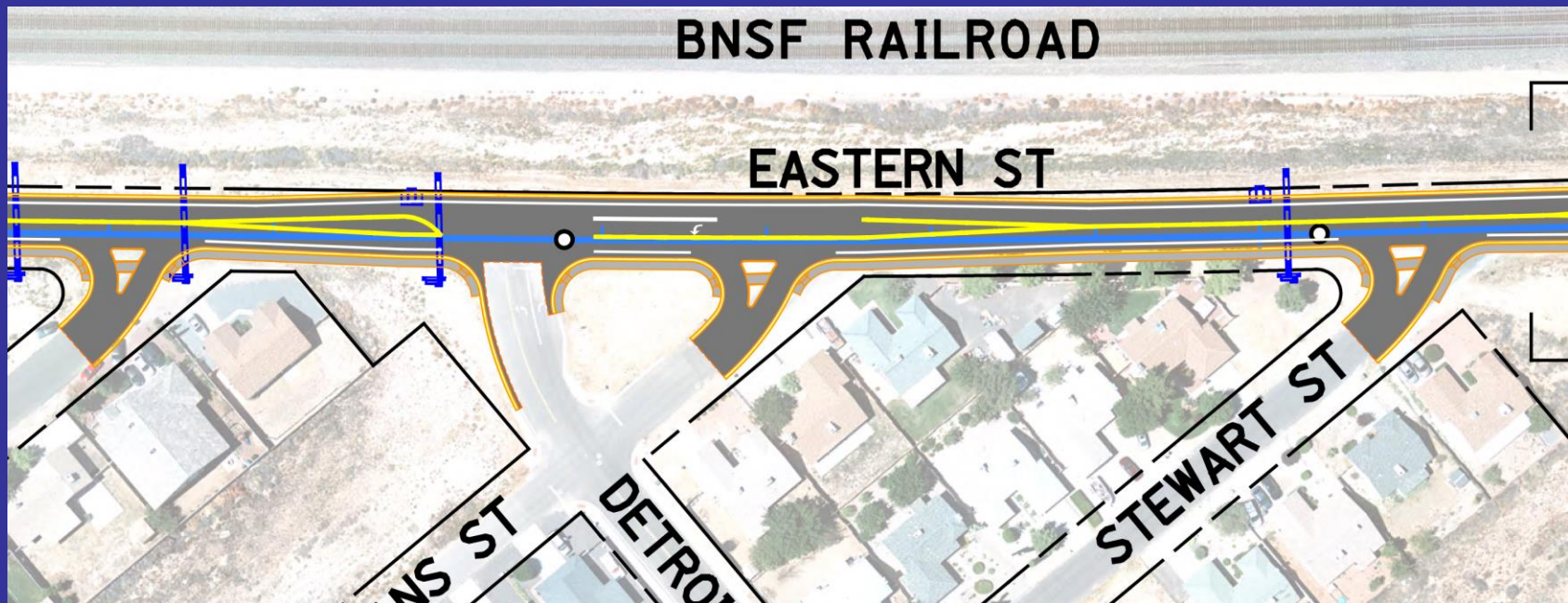
- \$6.1 million (\$1.03 million Right of Way)
- 8' walk required additional Right of Way



SECTION 1 ALTERNATIVES

E) Selective center lane, bicycle lanes, and 5' attached walk

- \$6.5 million (\$1.06 million Right of Way)
- 5' walk minimizes Right of Way takes



PUBLIC COMMENTS

- Public had a variety of opinions and comments
- Generally favored option B for sections 1 and 2
- Bicycle lane support was split between A, C, and D
- Some concerns about noise and proximity to houses along Diamond Street and Kenwood Avenue

PREFERRED ALTERNATIVE

- Staff and public felt need to address center turn lane as well as bicycle lanes, while attempting to minimize Right of Way takes.
- Staff recommends the preferred alternative of 1e and 2b which allows for turn lanes where possible, bicycle lanes throughout and a 5' walk

COSTS

- 1A and 2B cheapest at \$8.9 million but A not preferred
- 1E \$200,000 more than 1b (most votes by public), but includes bicycle lanes
- Preferred alternative 1E and 2B \$9.6 million

Item Description	Alternative 1A Local Street	Alternative 1B Collector Street	Alternative 1C Collector Street with Bike Lanes	Alternative 1D Local Street	Alternative 1E Collector Street with Bike Lanes	Alternative 2A Connect to Airway Avenue <u>At</u> Existing Channel	Alternative 2B Connect to Airway Avenue <u>West</u> of Existing Channel	Alternative 2C Connect to Airway Avenue <u>East</u> of Existing Channel
Estimated Right-of-Way Cost	\$944,000	\$1,058,000	\$2,014,000	\$1,027,000	\$1,034,000	\$380,000	\$442,000	\$2,044,000
Estimated Construction Cost	\$4,900,000	\$5,240,000	\$5,740,000	\$5,110,000	\$5,460,000	\$3,160,000	\$2,630,000	\$1,980,000
Estimated Alternative Cost	\$5,844,000	\$6,298,000	\$7,754,000	\$6,137,000	\$6,494,000	\$3,540,000	\$3,072,000	\$4,024,000

DIRECTION NEEDED

- Preferred alternative sections at Airway Avenue
 - 2B is preferred by staff
- Preferred lane configuration in section 1
 - 1E is preferred by staff
- Allow staff to modify design as design progresses
- Will present final design to Council in Fall



Eastern Street Design **From Pasadena Avenue to Airway Avenue** **Kingman Project Number ENG15-048** **Public Meeting: April 25, 2016 at 5:00 PM** **COMMENT SUMMARY**

Participants at the meeting were invited to fill out comments cards to provide additional information to the project team. Sixteen comment cards were received with comments. The following summarizes the comment cards received:

#	Resident	Do you want the city to contact you?	Comment	Preferred Alternative						
				1A	1B	1C	2A	2B	2C	6
1	Jeff & Laura Woolsey 928-753-7110 2846 Ross Ave	Yes	Like Alternative #4 with #1 configuration. Sidewalks in lieu of 8' Multi-use path. Like #1 or #3 access to Airway.	X			X		X	X
2	Joanne Marquez 2845 Pasadena 928-753-1857	No	I am pleased, recommend Plan #3. I would like to see a brick wall along the area of the homes on Diamond to buffer the sound of the traffic			X			X	
3	Jim & Charlene Borchard 702-595-2440	Yes	*Sager Sidewalk Collapsed 3200 block. Must do or take all homes on diamond out – less grade line channel not need to be redone!! Would be best for us on Diamond. Easer for damaged to be done cheaper? Like 2 nd choice 1B -Current issues that need attention; crosswalks; handicap sidewalks; and handicap access. Need speed limit signs law enforced. <i>Dogs driving on cell phones.</i> - Need street lights for bus students and sidewalks.		X				X	
4	Mr. & Mrs. Larry Chapman Larryc1964@h otmail.com	Yes	We live on Ross Ave. and would support Plan 3. There needs to be a way to get from Eastern St. over to Andy Devine to reduce traffic on Eastern St. Open one of the R/R Crossings and adapt it like those downtown.			X			X	

#	Resident	Do you want the city to contact you?	Comment	Preferred Alternative						
				1A	1B	1C	2A	2B	2C	6
5	Carol Bigalke 928-377-2873 Sinbin87@gmail.com	Yes	I prefer Figure 2, Seg. 1 Alternative 1B & 2B. Also I live on Ross Ave between Eastern St. & Washington St. We have all the BNSF trucks traveling on our street at a high speeds and then when they brake they tear up the street. Also the salvage yard trucks do the same thing.		X			X		
6	Linda Boatman 928-303-8192 Lindaboat81@gmail.com	Yes	Would it be possible to turn the corner of Eastern St & Evans St. into a cul-de-sac to make the only way onto the street off Detroit? I am that corner house it would inconvenience my house more than any other but it would make pulling in and out of the driveway much safer. I would also like to know if I would lose access to my back yard.							
7	David and Peggy Johnson 3342 N Diamond St. 928-377-3183 dljonp@cable.com		2A – We live on 4 way stop on Diamond & Kenwood. We want the traffic away from our home.				X			
8	Nancy Stone 928-753-1026 Sweet-n-saszy@yahoo.com	Yes If you want to talk to an old-timer/native who has common sense, go ahead.	Option 3 – Board 1 – Eastern from Pasadena to Kenwood. Option 2 – Connecting Eastern to Airway. Make the widest street possible with bike paths, sidewalks for safety of the kids. Properly connect Eastern to Airway. Get it right this time. Use common sense.			X		X		
9	Karl & Pauletta Taylor 928-753-5619 Taylors2@frontiernet.net	Yes	Figure 6 – Segment 1 – Alternative 1D Figure 2 – Segment 1&2 (1B-2B) (to save homes)		X			X		X

#	Resident	Do you want the city to contact you?	Comment	Preferred Alternative						
				1A	1B	1C	2A	2B	2C	6
10	Larry & Evan Turner 928-377-3351	Yes	We like option 2's connection from Airway to Lomita to Kenwood to Eastern.		X			X		
11	Petrina & Bill Bigford 928-263-2080 Pet2bigford@gmail.com	Yes	We Like Option 2 – The connection of Lomita to Airway Option 2 Connection from Airway to Lomita to Kenwood to Eastern.		X			X		
12	Joseph (Bob) Tomicich 928-753-4088 Bobross3088@yahoo.com	Yes	I like Version 1	X			X			
13	Mike & Marie Ward 928-897-4927 Mward39@gmail.com	No	I live on Ross St. I favor alternative 1B, however, all three plans seem to be very good. I am disappointed to see that this project is focused on this area and does not include a plan to provide access to Andy Divine to replace the street that was closed (vacated). It is very dangerous as people walk across the RR tracks to get to shopping etc. I am happy to see the extension of the bike trail and the sidewalks. This is very important!!		X					
14	Nancy Lopez 928-530-9424 nlopez@kaola z.org	Yes	I like Figure 2 of 2, segment 2 (Alt. 2B) Segment 1, (Alt. 1A) for pass to I-40 Please keep me inform of any other meetings. Thank you!	X				X		
15	N/A		Bike Lanes needed!							

16	Paul Duncan 3346 North Eagle Rock Road duncpaul3@hotmail.com	Yes	<p>These comments relate to the Eastern Street Design, ENG 15-048, including the Kenwood Avenue section of the Eastern Street Design.</p> <ol style="list-style-type: none"> <u>I suggest that a fourth option be considered.</u> I suggest that Eastern Street be extended in a line north of Kenwood Avenue to follow the curvature of the drainage canal with the terminus of Eastern Street at Diamond Street. That design will remove one of the proposed curves, remove the need for a new bridge across the existing drainage canal, and allow for continued use of the Diamond Street-Airway Avenue intersection. That design would require that the City of Kingman (City) purchase right-of-way (ROW) on the western and northern boundaries of the now-vacant land north of Kenwood Avenue between Eastern Street and Diamond Street, but since the city owns ROW on both Kenwood Avenue and Lomalai Avenue, the City could possibly sell or trade the current City-owned ROW on Kenwood Avenue and Lomalai Avenue. The Eastern Street Design maps do not appear to show the detail necessary to determine if there is a proposed center left-turn lane and proposed bike lanes on Kenwood Avenue. Please state if there is a proposed center left- turn lane and proposed bike lanes for Kenwood Avenue. (Lack of a center turn lane and bike lanes currently on Kenwood Avenue creates ongoing hazardous conditions for motorists, bicyclists and pedestrians on Kenwood Avenue.) The Eastern Street Design maps do not appear to show the detail necessary to determine how the City is going to address the flooding that occurs on Kenwood Avenue from Eagle Rock Road to Eastern Street. Please identify the actions the City will take on Kenwood Avenue to address the water run-off that currently collects on Kenwood Avenue 							
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#	Resident	Do you want the city to contact you?	Comment	Preferred Alternative						
				1A	1B	1C	2A	2B	2C	6
			<p>and creates the flooding situation between Eagle Rock Road and Eastern Street.</p> <p>4. Has the City conducted the required Traffic Impact Analysis of the proposed changes to Eastern Street and Kenwood Avenue? If so, how can I obtain a copy of that analysis?</p> <p>5. What is the proposed speed limit for the Kenwood Avenue section? Vehicles that currently travel on Kenwood Avenue regularly exceed the 25 MPH speed limit by more than 15 MPH, thereby creating hazardous conditions on Kenwood Avenue. Since the City has a duty to maintain roadways that are safe for motorists and pedestrians, what traffic-calming steps will the City take on Kenwood Avenue to provide safety for motorists, bicyclists and pedestrians?</p> <p>6. The current curbing on the south side of Kenwood Avenue is of the "roll" type. Will all new curbing be of the "vertical" type?</p> <p>7. The Eastern Street Design maps do not appear to show the detail necessary to determine what street lighting, if any, is proposed for Kenwood Avenue. What street lighting is proposed?</p> <p>8. The Eastern Street Design maps do not appear to show the detail necessary to determine if there is a sidewalk proposed for the north side of Kenwood Avenue. Will there be a sidewalk on the north side of Kenwood Avenue as part of the Eastern Street Design?</p> <p>Thank you for your attention to the issues and questions enumerated above. I look forward to your written response.</p>							
TOTAL SCORE				3	6	3	3	6	4	2

Eastern Street Design
Pasadena Avenue to Airway Avenue
City of Kingman Project ENG15-048

DRAFT

Initial Project Assessment

November 16, 2015

Prepared for:



City of Kingman Engineering Department
220 North Fourth Street
Kingman, AZ 86401

Prepared by;



Ritoch-Powell & Associates
5727 North Seventh Street
Phoenix, AZ 85014

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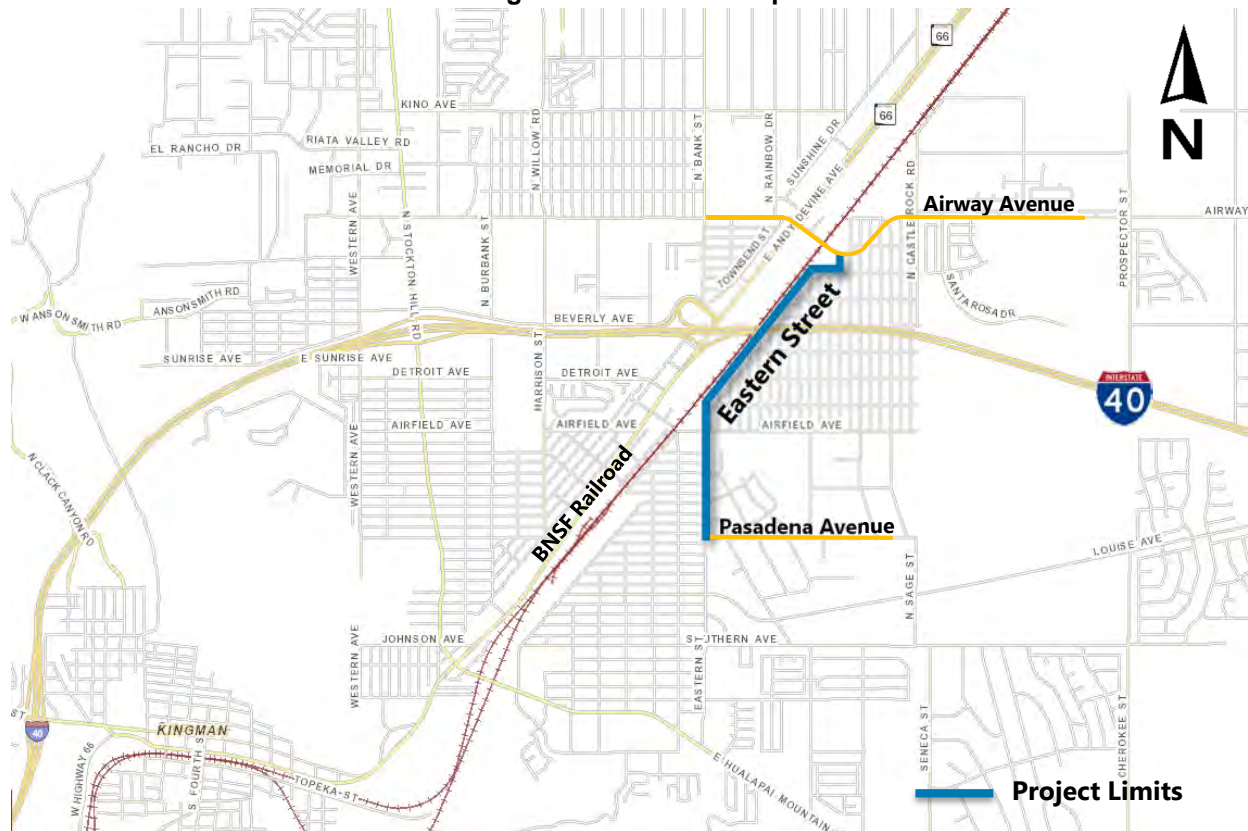
A. INTRODUCTION

City of Kingman Engineering Project ENG 15-048 is a roadway and intersection improvement project of Eastern Street from Pasadena Avenue to Airway Avenue. The project is located in the City of Kingman, Mohave County, Arizona. The primary purpose of the project is to extend the service life of Eastern Street and reduce traffic congestion in the residential area near Airway Avenue.

The project will construct a direct connection between Eastern Street and Airway Avenue, reconstruct and widen the existing pavement, add vertical curb and sidewalk, improve drainage, and other related improvements. Drainage improvements will include new catch basins, storm drains, and installation of new culverts at several washes and in FEMA designated floodplains.

The City will fund construction. The estimated total project cost ranges from \$8,227,000 to \$10,103,000. It is anticipated that the project will be split into several construction phases and the first phase will be advertised for construction bids soon after completion of design or as funding becomes available. Subsequent phases will follow based on availability of additional funding. Figure 1 shows a project location map.

Figure 1 – Location Map



B. BACKGROUND DATA

Land Use, Roadway & Traffic

The segment of Eastern Street from Pasadena Avenue to Airway Avenue consists predominantly of low-to-moderately dense single-family residential development and scattered areas of undeveloped open desert rangeland. There are several light industrial properties in the area as well as schools and churches in the vicinity of the project. BNSF railroad tracks run in a northeasterly direction parallel to Eastern Street from Pacific Avenue to Kenwood Avenue. I-40 runs in an east-west direction and crosses over Eastern Street roughly near the midpoint of the project.

Eastern Street's functional classification is collector. The road runs generally in a north-south direction, providing access between a dense grid of local streets in a residential area of Kingman and the minor

arterial/major collector streets Airway Avenue and Hualapai Mountain Road (south of project limits). Eastern Street traffic traveling to or from Airway Avenue currently uses Kenwood Avenue to access Diamond Street (one-way southbound) or Yavapai Drive (one-way northbound). The intersection of Airway Avenue and Yavapai Drive is controlled by a traffic signal and all other intersections in the study area are stop-controlled (either 4-way or partial). The traffic signal at the intersection of Airway Avenue and Yavapai Street consists of three signal poles with mast arms, one Type “A” pole for a pedestrian signal head, a controller cabinet and a meter pedestal.

The existing Eastern Street pavement width varies from 26 feet to 36 feet and accommodates one travel lane in each direction. There are scattered segments with vertical curb and sidewalk with the remainder of the corridor uncurbed and without sidewalk.

There are two horizontal curves within this segment of Eastern Street: one is just north of Pacific Avenue (approximate 350 foot radius) and another is at Kenwood Avenue (approximate 110 foot radius). The vertical profile closely follows the terrain, descending south to north with an average grade of 1.5%. The maximum grade is 2.4% and the minimum grade is 0.3%.

Seventeen (17) local streets (several unpaved) running north-south or east-west intersect Eastern Street within the project limits. From Pacific Avenue to Kenwood Avenue, Eastern Street runs diagonally across the grid and many of the intersecting streets are highly skewed.

Eastern Street and Airway Avenue are posted with 35 mph speed limits. Other residential streets in the study area posted with 25 mph speed limits or unposted.

Traffic counts taken in September 2015 yielded an Average Daily Traffic (ADT) estimate of 5,221 on Eastern Street just south of Broudy Drive; 6,908 on Kenwood Avenue at Eagle Rock Road; 4,323 (one-way southbound) for Diamond Street south of Airway Avenue, and 4,213 (one-way northbound) for Yavapai Drive south of Airway Avenue.

This project is adjacent to BNSF tracks from Pacific Avenue to Kenwood Avenue. BNSF currently operates two railroad tracks and plans to construct a third track east of the existing tracks.

Drainage & Floodplains

The drainage watershed originates southeast of the roadway corridor at the Hualapai Mountains and flows in a north-northwesterly direction through the study area. The watershed is relatively steep with average slopes of approximately one percent. Storm water either sheet flows across undeveloped areas or is conveyed in numerous minor washes before flowing over Eastern Street and intersecting the BNSF railroad tracks, which are elevated on embankment fill several feet above surrounding terrain. The track embankment functions as a berm that redirects flows in a northeasterly direction. The channel adjacent to the railroad track embankment is known as the railroad diversion channel.

There are improved portions of the railroad diversion channel in two areas within the study area: one is near I-40 and another is under Airway Avenue. The improved channel near I-40 conveys runoff through a 3-11.5'x6' concrete box culvert under BNSF tracks (BNSF Bridge No. 512.6), discharging in a northwesterly direction into a developed area of Kingman. The improved channel at Airway Avenue conveys runoff northeasterly through a 5-10'x5' box culvert under Airway Avenue approximately 600 feet east of the railroad.

The City and Mohave County Flood Control District (MCFCD) have previously studied improvements to the railroad diversion channel in this study area to improve capacity and redirect runoff northeast along the railroad tracks to bypass developed areas of the City. A design concept study was completed in 2001 and the preferred alternative was further refined with a separate design project in 2003. The 5-10'x5' box culvert under Airway Avenue was constructed as part of the City's 2006 Airway Avenue underpass project. Further large-scale improvements are planned, including a regional drainage basin east of Eastern Street between Windsor Avenue and I-40 as well as additional concrete lining and vertical wall concrete improvements to additional segments of the railroad diversion channel.

The project is within Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panels #04015C4557H and #04015C4559H (effective date February 18, 2015). There are two designated floodplains within the project area – Unnamed Wash 6 and Unnamed Wash 10. Both floodplains are both defined as Zone AE (areas subject to inundation by the 1-percent annual chance flood event).

Unnamed Wash 6 is located north of I-40 along Eagle Rock Road and Kenwood Avenue. A previous FEMA study indicated that 196 cfs is conveyed through a pipe culvert under I-40 onto Eagle Rock Road. Eagle Rock Road is an inverted roadway crown conveying storm water north to Kenwood Avenue and ultimately west to the railroad diversion channel. Several residential properties are located within the Unnamed Wash 6 floodplain.

The current floodplain map of Unnamed Wash 6 shows the floodplain extending northwest of the BNSF railroad. The map reflects drainage patterns that existed prior to the 2005 construction of the Airway Avenue underpass project, which abandoned pipe culverts under BNSF tracks and rerouted storm water into the Railroad Diversion Channel. MCFCD is remapping Unnamed Wash 6 as part of a separate project.

The Unnamed Wash 10 floodplain is located south of I-40 and east of BNSF railroad. Runoff flows in a northwesterly direction and accumulates against the I-40 embankment before crossing over Eastern Street just south of I-40 and discharging into the railroad diversion channel. The 100-year storm flow is estimated at 485 cfs.

Eastern Street has a sag curve just south of Broudy Street at the intersection with a small wash flowing in a northwesterly direction. Although not a FEMA designated floodplain, runoff from minor storm events can flood the roadway to a depth impassable by traffic. The watershed of the Broudy Street wash is approximately 100 acres and the 10-year storm flow is estimated at 150 cfs using the rational equation.

Right-of-way & Utilities

The existing right-of-way along Eastern Street varies from 50 feet to approximately 80 feet. Eastern Street crosses under I-40 in a 50-foot roadway easement.

The following utility providers have facilities located within or adjacent to the project limits:

Utility Provider	Type	Location
City of Kingman	Water	<ul style="list-style-type: none"> Along the southeast of Pasadena Avenue and Eastern Street. Along the west side of Eastern Street between Pasadena Avenue and Kachina. Along the east side of Eastern Street between Kachina, Ross Avenue and Tatum Avenue, and Airfield Avenue. Intersecting west side of Eastern Street at Colorado Avenue, Lovin Avenue, Kachina, Ross Avenue, Tatum Avenue, and Airfield Avenue. Intersecting east side of Eastern Street at Kachina, Ross Avenue, and Pacific Avenue. Along the west side of Eastern Street between Tatum Avenue and Pacific Avenue. Approximately 30 feet from BNSF ROW along Eastern Street between Pacific Avenue and north of Kenwood Avenue. Intersecting east side of Eastern Street at Cox Street, Alpha Street, Evans Street, Stewart Street, Calumet Avenue, and Prescott Street. Along the south side of Kenwood Avenue between Eastern Street and Yavapai Drive. Intersecting the south side of Kenwood Avenue at Central Street, Eagle Rock Rd, Clark Street, Lomalai Avenue, Diamond Street, and Yavapai Drive. Intersecting the north side of Kenwood Avenue at Diamond Street and Yavapai Drive. Along the southeast side of BNSF channel crossing Airfield Avenue.
		<ul style="list-style-type: none"> Approximately 7 feet southeast of BNSF ROW along Eastern Street between Pacific Avenue and north of Kenwood Avenue. Intersecting the east side of Eastern Street at Cox Street, Alpha Street, Evans Street, Stewart Street, Melody Street, Prescott Street, and Central Street. Along the south side of Kenwood Avenue between Central Street and Yavapai Drive. Intersecting the south side of Kenwood Avenue at Central Street, Eagle Rock Road, Clark Street, Lomalai Avenue, Diamond Street, and Yavapai Drive. Intersecting the north side of Kenwood Avenue at Central Street, Eagle Rock Road, Diamond Street, and Yavapai Drive. Along Diamond Street between south of Kenwood Avenue to north of Airway Avenue.
		<ul style="list-style-type: none"> Along the east side of Eastern Street between -Pasadena Avenue and Tatum Avenue, and Airfield Avenue and Pacific Avenue.

		<ul style="list-style-type: none"> • Along the west side of Eastern Street between Tatum Avenue and Airfield Avenue. • Along the west side of Eastern Street from Airfield Avenue to approximately 100 feet north of Airfield Avenue. • Intersecting east of Eastern Street at Pasadena Avenue, Berry Avenue, and Airfield Avenue. • Intersecting west of Eastern Street at Pasadena Avenue, Berry Avenue, and Airfield Avenue. • Overhead line crossing Eastern Street at Kachina Avenue.
Frontier Communications	Fiber Optic	<ul style="list-style-type: none"> • Along the east side of Eastern Street between -Pasadena Avenue and Tatum Avenue, and Airfield Avenue and Pacific Avenue. • Intersecting east of Eastern Street at Pasadena Avenue, Berry Avenue, and Airfield Avenue. • Intersecting west of Eastern Street at Pasadena Avenue, Berry Avenue, and Airfield Avenue.

C. PROJECT SCOPE

This Initial Project Assessment presents the development and evaluation of three sets of alternatives for Eastern Street improvements. Each set of alternatives is independent and a recommended alternative will be identified from each set. The Final Project Assessment will document the project team's recommendations for alternatives to be carried forward to final design and construction.

Improvement alternatives are presented in two overall sections that split the project at Prescott Street:

- **SECTION 1 — PASADENA AVENUE TO PRESCOTT STREET**
 - Three roadway alternatives have been developed to evaluate various typical sections configurations. The primary difference in alternatives is the proposed Eastern Street roadway width, which varies from 32 feet minimum to 46.8 feet maximum.
 - Two drainage alternatives for offsite drainage improvements at the Broudy Drive wash. have been developed. The primary difference in alternatives is the vertical alignment of the Eastern Street profile and new pipe culvert under Eastern Street.
- **SECTION 2 — PRESCOTT STREET TO AIRWAY AVENUE**
 - Three roadway alternatives have been developed to evaluate different horizontal alignments of the connection between Eastern Street and Airway Avenue. The primary difference in the alternatives is the location of the new Eastern Street intersection with Airway Avenue.

SECTION 1 — PASADENA AVENUE TO PRESCOTT STREET

ROADWAY TYPICAL SECTION ALTERNATIVES

Three typical section alternatives have been developed for Eastern Street between Pasadena Avenue and Prescott Street. The alternatives are listed below with a brief description and are discussed in more detail on the following pages.

- **Alternative 1A** – Eastern Street would be reconstructed to the City's Local Street standard with a roadway width of 32 feet, which accommodates two lanes and 4-foot outside shoulders. This alternative minimizes the need for new right-of-way and is the lowest cost alternative. Exhibit 1 in Appendix A shows Alternative 1A.
- **Alternative 1B** – Eastern Street would be reconstructed to the City's Collector Street standard, which provides a minimum width of 40 feet. There would be one lane in each direction with a continuous center two-way left turn lane. This alternative provides a consistent roadway width that meets the expectations for collector streets. Exhibit 2 in Appendix A shows Alternative 1B.
- **Alternative 1C** – Eastern Street would be reconstructed to the City's Collector Street standard plus bicycle lanes on both sides. This alternative requires the most new right-of-way and is the highest cost alternative. Exhibit 3 in Appendix A shows Alternative 1C.

All typical section alignment alternatives have the following major scope items in common:

- Reconstruct Eastern Street full width from Pasadena Avenue to Prescott Street with new asphaltic concrete pavement.
- Construct new vertical curb and gutter on both sides of Eastern Street where there is no existing curb and gutter. Existing curb and gutter between Airfield Avenue and Pacific Avenue (west side only) and between Calumet Avenue and Prescott Street (east side only) would remain.
- Construct curb returns at all existing paved and unpaved intersecting streets where there is no existing curb return. Existing curb returns at Airfield Avenue (northwest corner only), Calumet Avenue (northeast corner only), and Prescott Street would remain.
- Pave or repave all intersecting streets to the curb returns except Prescott Street (where existing pavement is in good condition and does not require repaving) and Berry Avenue. Pave Berry Avenue 40 feet beyond curb return to accommodate new driveway.
- Construct sidewalk on both sides of Eastern Street between Pasadena Avenue and Pacific Avenue.
- Construct sidewalk on only the east side of Eastern Street between Pacific Avenue and Calumet Avenue (where adjacent to BNSF). Existing curb and gutter between Calumet Avenue and Prescott Street would remain.

- Install new ADA-compliant sidewalk ramps at all curb returns and at termini of west sidewalk at Pacific Avenue to encourage pedestrians to cross Eastern Street and use east sidewalk away from BNSF.
- Construct new driveways on Eastern Street for all properties with existing direct access to Eastern Street, except relocate the driveway to the residence at the northwest corner of Eastern Street and Berry Avenue to Berry Avenue.
- Construct new catch basins, scuppers and storm drains to collect onsite runoff and convey storm water to discharge points at the wash east of the Broudy Drive intersection and the railroad diversion channel.
- Elevate the Eastern Street profile and construct new 2-10'x5' box culvert under Eastern Street approximately 350 feet south of I-40 to convey offsite runoff associated with Unnamed Wash 10. Existing sewer line is approximately 4 feet below grade and will be concrete encased.
- Construct concrete barrier or guardrail from approximately 400 feet south of and 200 feet north of I-40 piers. Barrier or guardrail is needed to protect the roadway from I-40 bridge piers and the drop-off at the new box culvert just south of I-40.
- Install crash attenuators at all concrete barrier/guardrail terminals.
- Install painted pavement markings for all lane markings. Stop bars, crosswalks, and legends shall be preformed plastic pavement marking tape.
- Replace existing signing and install new signs in accordance with 2009 MUTCD guidelines.
- Install new chain-link right-of-way fence along BNSF right-of-way from Pacific Avenue to Prescott Street.
- Relocate utilities as needed to accommodate proposed improvements. The following utilities may conflict with proposed improvements and require relocation:
 - Gas lines crossing Eastern Street (2 locations)
 - Gas lines along Eastern Street including I-40 box culvert (8 locations)
 - Water lines crossing Eastern Street (4 locations)
 - Water lines along Eastern Street including I-40 box culvert (4 location)
 - Fire Hydrant along Eastern Street (2 locations)
 - Power poles along Eastern Street (2 locations)
- No conflicts are anticipated with existing Kingman East Side Trunk Line; however, concrete encasement will be required where proposed improvements are in close proximity to the sewer.
- Acquire approximately 1.16 acres of new right-of-way for construction of the box culvert south of I-40. The estimated right-of-way acquisition total for each typical section alternative includes this area.

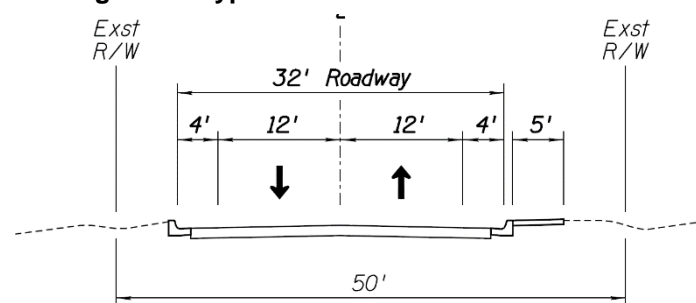
Alternative 1A

Alternative 1A would reconstruct Eastern Street to a local street section with a roadway width of 32 feet. Alternative 1A represents the minimum feasible roadway width for Eastern Street and has been developed to determine the minimum roadway reconstruction cost. A typical cross-section of Alternative 1A is shown to the right.

Alternative 1A would not provide a roadway facility that meets the functional classification of collector street. No significant improvement to the existing level of service would be provided upon completion of the project and the level of service would progressively deteriorate as traffic volumes increase with future development.

The main advantages of Alternative 1A are that the roadway would be reconstructed with new pavement; the cross-section would be completed with vertical curb, gutter and sidewalk, one horizontal curve would be flattened to meet a 40 mph design speed, and storm drains would be installed to intercept onsite runoff.

Figure 2 - Typical Section for Alternative 1A



Alternative 1A would require approximately 0.97 acres of new right-of-way from residential properties. No residential total acquisitions would be required.

Alternative 1B

Alternative 1B would provide a collector street section 40 feet wide that accommodates one lane in each direction plus a center two-way left turn lane. Alternative 1B would meet the functional classification of collector street and would provide a benefit to traffic operations by allowing left turning traffic to queue outside of the through travel lanes. A typical cross-section of Alternative 1A is shown to the right.

The main advantages and major scope items of Alternative 1B would be similar to Alternative 1A, except that minor incremental differences in some scope items would apply due to the increased roadway width of Alternative 1B. Alternative 1B would replace approximately 600 linear feet of existing curb and gutter between Airfield Avenue and Pacific Avenue. Approximately 1.51 acres of new right-of-way from residential and light industrial properties would be required with Alternative 1B. No residential total acquisitions would be required.

Alternative 1C

Alternative 1C would provide a collector street section plus bicycle lanes on both sides for a total roadway width of 46.8 feet. Alternative 1C would accommodate one lane in each direction plus a center two-way left turn lane. Alternative 1C exceed the functional classification of collector street and would provide the greatest benefit to traffic operations by allowing left turning traffic to queue outside of the through travel lanes and by moving bicycle traffic out of the vehicular lanes. A typical cross-section of Alternative 1C is shown to the right.

The main advantages and major scope items of Alternative 1C would be similar to Alternatives 1A and 1B, except that minor incremental differences in some scope items would apply due to the increased roadway width of Alternative 1C. Alternative 1C would replace approximately 600 linear feet of existing curb and gutter between Airfield Avenue and Pacific Avenue. Approximately 2.16 acres of new right-of-way from residential and light industrial properties would be required with Alternative 1C, including three potential full acquisitions of occupied residential properties.

Figure 3 - Typical Section for Alternative 1B

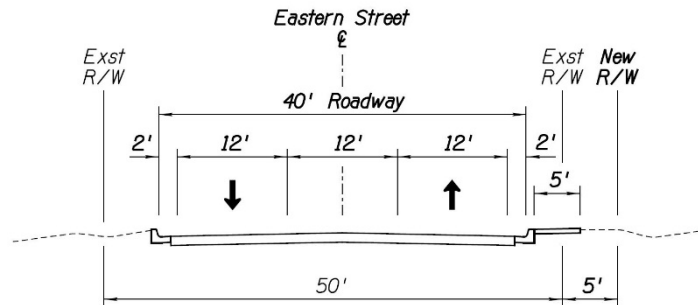
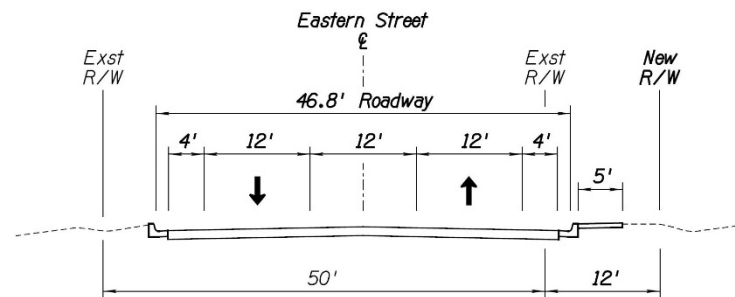


Figure 4 - Typical Section for Alternative 1C



Roadway Typical Section Alternatives Evaluation

Table 1 contains an alternatives evaluation of the roadway typical section alternatives in Segment 1. Major differences among the three alternatives are identified and the alternative or alternatives with the best performance for each criterion are identified in the "Advantage" column.

Table 1 – Roadway Typical Section Alternatives Evaluation Matrix

Criterion	Alternative 1A Local Street	Alternative 1B Collector Street	Alternative 1C Collector Street with Bike Lanes	Advantage
Functional classification provided	Local	Collector	Collector	B & C

Criterion	Alternative 1A Local Street	Alternative 1B Collector Street	Alternative 1C Collector Street with Bike Lanes	Advantage
Roadway Width	32 feet	40 feet	46.8 feet	C
Center Turn Lane	None	12 feet	12 feet	B & C
Outside Shoulder or Bike Lane	4-foot outside shoulder	2-foot outside shoulder ¹	4-foot bike lane adjacent to 1.4-foot gutter pan on each side	C
Driveways with Direct Access to Eastern St., (Pacific Ave to I-40)	None; however two driveways are in close proximity to sidewalk and sidewalk ramps.	Two driveways would directly access Eastern Street.	One driveway would directly access Eastern Street.	A ²
New Right-of-Way 1. Includes 1.16 acres for box culvert south of I-40. 2. Does not include new right-of- way for Broudy Drive wash alternatives.	2.14 acres No residential total acquisitions	2.68 acres No residential total acquisitions	3.32 acres 1 residential total acquisition	A
Estimated Right-of-Way Cost	\$214,000	\$268,000	\$524,000	A
Estimated Construction Cost	\$4,620,000	\$5,000,000	\$5,510,000	A
Estimated Total Project Cost	\$4,834,000	\$5,268,000	\$6,034,000	A

¹Outside shoulder could be 4 feet if travel lanes are reduced to less than 12 feet wide.

²Fence or other type of barrier would be required behind sidewalk to block vehicles from driving on sidewalk.

DRAINAGE ALTERNATIVES

Offsite drainage in Section 1 includes proposed improvements at the Broudy Drive wash. Two drainage alternatives have been developed for Eastern Street at the Broudy Drive wash. The alternatives are listed below with a brief description and are discussed in more detail on the following pages.

- **Alternative B1** – Eastern Street would be reconstructed along the same vertical alignment as the existing profile, with a sag curve located at the Broudy Drive intersection. New pipe culverts would be installed under Eastern Street with invert elevations approximately 5 feet below existing grade.
- **Alternative B2** – Eastern Street would be reconstructed with an elevated roadway profile (3-4 feet above existing grade) to eliminate the existing sag curve at Broudy Drive. New pipe culverts would be installed under Eastern Street with invert elevations approximately 1-2 feet below existing grade.

Exhibit 4 in Appendix A shows the drainage alternatives.

Alternatives B1 and B2 would each provide new pipe culverts at the Broudy Drive wash with capacity sufficient to convey the 10-year storm event without roadway overtopping. A set of four (4) 30-inch pipe culverts is anticipated. Storm events in excess of the 10-year event would not be contained within the new pipe culverts and would overtop Eastern Street with depths less than one-half foot.

Alternative B1

Alternative B1 would reconstruct Eastern Street at the same elevation as the existing condition to avoid adversely affecting water depths upstream (east) of Eastern Street. The invert elevation of the new pipe

culverts would be approximately 5 feet below existing grade. The depressed pipes would require significant upstream and downstream grading improvements with substantial new right-of-way required.

Alternative B2

Alternative B2 would elevate the profile of Eastern Street to eliminate the sag curve at Broudy Drive. The invert elevation of the new pipe culverts would be approximately 1-2 feet below existing grade. Minimal upstream and downstream grading would be required with the shallow depth of the pipe invert elevations.

The elevated roadway profile of Alternative B2 is anticipated to adversely affect upstream water depths east of Eastern Street. The roadway embankment would block runoff from overtopping the roadway and the southeast corner of Eastern Street and Broudy Drive would be inundated with runoff. Alternative B2 would require total acquisition of one residential property.

Drainage Alternatives Evaluation

Table 2 contains an alternatives evaluation of the drainage alternatives at the Broudy Drive wash. The comparison assumes Eastern Street is improved based on Roadway Typical Section Alternative 1B. Major differences between the two alternatives are identified and the alternative with the best performance for each criterion is identified in the "Advantage" column.

Table 2 – Drainage Alternatives Evaluation Matrix

Criterion	Alternative B1	Alternative B2	Advantage
Eastern Street Profile	Match existing profile (retains sag curve)	Elevated 3-4 feet at Broudy Drive (eliminates sag curve)	B2
Eastern Street Design Speed (Vertical Curves)	Vertical alignment would just meet 40 mph design speed.	Vertical alignment would greatly exceed 40 mph design speed	B2
Pipe culvert invert elevation	5 feet below existing Eastern Street	1-2 feet below existing Eastern Street	B2
Culvert location	Inlet located over 150 feet south of sag curve to avoid residential property. Outlet located south of Broudy Drive alignment.	Inlet located close to sag curve in southeast corner of Eastern Street/Broudy Drive. Outlet located in northwest corner of Eastern Street/Broudy Drive.	B2
Culvert skew	60 degrees	45 degrees	B2
Culvert length (based on Eastern Street typical section alternative 1A)	175 feet	132 feet	B2
Grading upstream	Construct 2-foot ditch to redirect flows into the pipe culverts	Minimal upstream grading.	B2
Grading downstream	Grade channel 400 feet northwest of culvert outlet to daylight into existing wash.	Minimal downstream grading to tie into existing wash.	B2
Compatibility with potential Yucca Drive (west of Eastern Street at Broudy Drive intersection)	Additional pipe culverts would be required if Yucca Drive is constructed.	No additional pipe culverts would be required if Yucca Drive is constructed.	B2
Right-of-way requirements (upstream/east of Eastern Street)	0.38 acres	0.86 acres (including total acquisition of one residential property)	B1

Criterion	Alternative B1	Alternative B2	Advantage
Right-of-way requirements (downstream/east of Eastern Street)	1.06 acres	0.12 acres	B2
Estimated Right-of-Way Cost	\$143,000	\$442,000	B1
Estimated Construction Cost	\$347,000	\$228,000	B2
Estimated Total Project Cost	\$490,000	\$670,000	B1

SEGMENT 2 — PRESCOTT AVENUE TO AIRWAY AVENUE

ROADWAY ALIGNMENT ALTERNATIVES

Three roadway alignment alternatives have been developed for Eastern Street between Prescott Street and Airway Avenue. All alternatives would provide a direct connection between Eastern Street and Airway Avenue on a new alignment between Kenwood Avenue and Airway Avenue. The alternatives are listed below with a brief description and are discussed in more detail on the following pages.

- **Alternative 2A** – Eastern Street would intersect Airway Avenue approximately 160 feet west of Diamond Street. The existing 5-10'x5' box culvert would be extended. Minimal new right-of-way would be required. Exhibit 1 in Appendix A shows alternative 2A.
- **Alternative 2B** – Eastern Street would intersect Airway Avenue approximately 220 feet west of Diamond Street. A new box culvert would be constructed. New right-of-way would be required from the undeveloped property west of Lomalai Avenue. Exhibit 2 in Appendix A shows alternative 2B.
- **Alternative 2C** – Eastern Street would intersect Airway Avenue approximately 70 feet west of Diamond Street. No modifications to the existing box culvert would be required. New right-of-way including four full residential acquisitions would be required between Lomalai Avenue and Diamond Street. Exhibit 3 in Appendix A shows alternative 2C.

Exhibit 5 in Appendix A shows a comparison of all roadway alignment alternatives at the intersection of Eastern Street and Airway Avenue. All alignment alternatives have the following major scope items in common:

- Reconstruct Eastern Street full width from Prescott Street to Airway Avenue with new asphaltic concrete pavement.
- Construct new vertical curb and gutter on both sides of Eastern Street.
- Flatten the horizontal curve at the intersection with Eastern Street and Kenwood Avenue to meet a 30 mph design speed (radius = 350 feet).
- The segment of Kenwood Avenue between Eastern Street and the new alignment connecting to Airway Avenue would become Eastern Street and would be reconstructed with four lanes and sidewalk on both sides.
- Reconstruct curb returns at intersecting streets south of Kenwood Avenue.
- Construct sidewalk on the east/south side of Eastern Street between Prescott Street and Central Street and on both sides of Eastern Street between Central Street and Airway Avenue.
- Install new ADA-compliant sidewalk ramps at all curb returns and at termini of north sidewalk at Central Street to encourage pedestrians to cross Eastern Street and use south sidewalk away from BNSF.
- Construct new catch basins, scuppers and storm drains to collect onsite runoff and convey storm water to discharge points in the railroad diversion channel.
- Construct linear trench drain along the center of and laterally across Eagle Rock Road to intercept runoff associated with Unnamed Wash 6. Existing sewer pipe will be avoided using offset storm drain and shallow trench drain inlets with lateral connecting pipes.
- Construct 60-inch storm drain along the Kenwood Avenue alignment between the railroad diversion channel and Eagle Rock Road and along Eagle Rock Road as needed to connect into linear trench drains.

- Remove the existing traffic signal poles, controller cabinet and meter pedestal from the Airway Avenue/Yavapai Street intersection and reinstall on new foundations at the new Eastern Street/Airway Avenue intersection. Salvage the existing 25-foot mast arm and replace with 45-foot mast arm to accommodate three northbound lanes on Eastern Street approaching Airway Avenue.
- Convert Diamond Street and Yavapai Drive back to two-way local streets.
- Obliterate all unnecessary or conflicting existing pavement markings and install new painted pavement markings for all lane markings. Stop bars, crosswalks, and legends shall be preformed plastic pavement marking tape.
- Replace existing signing and install new signs in accordance with 2009 MUTCD guidelines.
- Install new chain-link right-of-way fence along BNSF right-of-way from Prescott Street to approximately 200 feet north of Kenwood Avenue.
- Relocate existing power pole(s) near the corner of Eastern Street and Kenwood Avenue to accommodate horizontal curve flattening.
- Relocate other utilities as needed to accommodate proposed improvements. The following utility relocations may be required:
 - Gas lines along and crossing Kenwood Avenue (5 locations)
 - Water lines along Eastern Street and near Airway Avenue (4 locations)
 - Sewer line along Kenwood Avenue (3 locations)
- Approximately 0.28 acres of new right-of-way including one full acquisition of occupied residential property to accommodate horizontal curve flattening at Eastern Street and Kenwood Avenue. The estimated right-of-way acquisition total for each roadway alignment alternative includes this area.

Alternative 2A

Alternative 2A would realign Eastern Street to intersect Airway Avenue approximately 160 feet west of Diamond Street, directly over the existing 5-10'x6' box culvert. The profile of Eastern Street would follow the grade of the undeveloped land and would descend at approximately 3.5% approaching Airway Avenue. A raised median would be added on Airway Avenue between the new Eastern Street intersection and Yavapai Drive. The raised median would restrict Diamond Street to right-in, right-out.

An extension of the existing 5-10'x6' box culvert with an approximate 90-degree turn would be required. The box culvert extension would require complex structural design and modifications to the existing railroad diversion channel at the inlet. The 90-degree turn would increase sediment and debris accumulation and result in additional maintenance compared to the existing condition. The dual 48-inch pipe culverts originating from the drainage channel east of Diamond Street would not be affected by Alternative 2A, but would become located near the middle of the box culvert, which would make maintenance access difficult.

Alternative 2A would require reconfiguration of several local streets. Central Street, Eagle Rock Road, and Clark Street would have direct, full-access connections to Eastern Street. Kenwood Avenue would be removed west of Lomalai Avenue. New curb and gutter would be installed north of Kenwood Avenue from Lomalai Avenue to Diamond Street.

Alternative 2A would require approximately 0.29 acres of new right-of-way, including approximately 0.01 acres of new right-of-way from the undeveloped property north of Kenwood Avenue west of Lomalai Avenue (parcel 311-02-005).

Alternative 2B

Alternative 2B would realign Eastern Street to intersect Airway Avenue approximately 220 feet west of Diamond Street, just west of the existing 5-10'x6' box culvert. The profile of Eastern Street would follow the grade of the undeveloped land and would descend at approximately 4.5% approaching Airway Avenue. A raised median would be added on Airway Avenue between the new Eastern Street intersection and Yavapai Drive. The raised median would restrict Diamond Street to right-in, right-out.

Alternative 2B would construct a new, tangent 5-10'x6' box culvert just upstream of the existing box culvert. The existing box culvert inlet and railroad diversion channel concrete lining would be modified to accommodate the new box culvert. Maintenance access would be less complicated than Alternative 2A.

Alternative 2B would require reconfiguration of several local streets identical to Alternative 2A

Alternative 2B would require approximately 0.53 acres of new right-of-way, including approximately 0.25 acres of new right-of-way from the undeveloped property north of Kenwood Avenue west of Lomalai Avenue (parcel 311-02-005).

Alternative 2C

Alternative 2C would realign Eastern Street to intersect Airway Avenue approximately 70 feet west of Diamond Street, just east of the existing 5-10'x6' box culvert. The profile of Eastern Street would follow the grade of the undeveloped land and would descend at approximately 2.5% approaching Airway Avenue. A raised median would be added on Airway Avenue between the new Eastern Street intersection and Yavapai Drive.

Alternative 2C would not require any modifications to the existing box culvert or railroad diversion channel.

Alternative 2C would require reconfiguration of several local streets. In addition to Central Street, Eagle Rock Road, and Clark Street, Lomalai Avenue would have direct, full access to Eastern Street. Kenwood Avenue would be removed west of Diamond Street and new curb would be added on the west side of Diamond Street through the Kenwood Avenue alignment. Diamond Street would be disconnected from Airway Avenue and there would be a new local street connection between Diamond Street and Yavapai Drive just south of Airway Avenue.

Alternative 2C would require approximately 1.54 acres of new right-of-way, including four total acquisitions of occupied residential properties. Alternative 2C would result in excess City right-of-way west of Eastern Street adjacent to undeveloped property. The potential value of this excess City right-of-way is not factored into the alternative evaluation.

Roadway Alignment Alternatives Evaluation

Table 3 contains an alternatives evaluation of the roadway alignment alternatives in Segment 2. Major differences among the three alternatives are identified and the alternative or alternatives with the best performance for each criterion are identified in the "Advantage" column.

Table 3 – Roadway Alignment Alternatives Evaluation Matrix

Criterion	Alternative 2A Connect to Airway Avenue <u>At</u> Existing Channel	Alternative 2B Connect to Airway Avenue <u>West</u> of Existing Channel	Alternative 2C Connect to Airway Avenue <u>East</u> of Existing Channel	Advantage
Horizontal Tangent Length of Eastern Street Approaching Airway Avenue (With Zero Skew of Eastern Street at Airway Avenue)	150 feet	185 feet	120 feet	B
Maximum Roadway Grade (Airway Ave Intersection)	3.5%	4.5%	2.5%	C
Secondary Streets	Close Kenwood Ave west of Lomalai Ave.		Close Kenwood Ave west of Diamond St. Connect Diamond Street to Yavapai Dr.	A & B
Nearest Intersection on Airway Avenue from Eastern Street	Diamond Street 155 feet	Diamond Street 220 feet	Yavapai Drive 280 feet	C

Criterion	Alternative 2A Connect to Airway Avenue <u>At</u> Existing Channel	Alternative 2B Connect to Airway Avenue <u>West</u> of Existing Channel	Alternative 2C Connect to Airway Avenue <u>East</u> of Existing Channel	Advantage
Raised Median on Airway Avenue	Eastern Street to Yavapai Drive (290 feet)	Eastern Street to Yavapai Drive (345 feet)	None	C
Circulation	Diamond Street right-in, right-out at Airway Avenue.	Diamond Street right-in, right-out at Airway Avenue.	Diamond Street disconnected from Airway Avenue. New Diamond Street connection to Yavapai Drive north and south of Airway Avenue.	A & B
Airway Ave Box Culvert (5-10'x6')	Extend existing box culvert. Specialized structural detailing will be required for culvert to turn 90° to match existing drainage channel. Reconstruct portions of channel lining to match new box culvert.	Construct new box culvert upstream of existing box culvert. Reconstruct portions of channel lining to match new box culvert.	No box culvert or railroad diversion channel modifications.	C
Traffic Signal	Signal pole foundation in NE quadrant located 4 feet away from existing box culvert. Special foundation not required.	Signal poles in NE and SE quadrants located over or within 1 foot of existing box culvert. Two special foundations required.	Signal pole foundation in NW quadrant located over existing box culvert. One special foundation required.	A

Criterion	Alternative 2A Connect to Airway Avenue <u>At Existing</u> Channel	Alternative 2B Connect to Airway Avenue <u>West of Existing</u> Channel	Alternative 2C Connect to Airway Avenue <u>East of Existing</u> Channel	Advantage
Railroad Diversion Channel/City of Kingman Pump Station Access	Relocate north Airway Ave driveway 30 feet west and regrade access road. Construct new driveway and gate on Eastern Street south of Airway Ave.	Relocate north Airway Ave driveway 30 feet west and regrade access road. Construct new driveway and gate on Eastern Street south of Airway Ave.	No change	C
New Right-of-Way	0.29 acres including one residential total acquisition.	0.53 acres including one residential total acquisition.	1.54 acres including five residential total acquisitions. Potential for City to sell excess right-of-way.	A
Estimated Right-of-Way Cost	\$229,000	\$253,000	\$1,180,000	A
Estimated Construction Cost	\$3,170,000	\$2,650,000	\$1,990,000	C
Estimated Total Project Cost	\$3,399,000	\$2,903,000	\$3,170,000	B

D. DEVELOPMENT CONSIDERATIONS

The City of Kingman Project Manager is Frank Marbury, Assistant City Engineer, (928) 753-8134.

The design speed for Eastern Street between Pasadena Avenue and Prescott Street is 40 mph and between Prescott Street and Airway Avenue is 30 mph. No design exceptions are required.

The superelevation of Airway Avenue at the new Eastern Street intersection is 3.3% sloped away from Eastern Street. Turning movements between Eastern Street and Airway Avenue will subject vehicles to high adverse cross slopes and could result in overturning, especially for high-speed turns or tall vehicles. The specific cross-slope of turning movements should be determined during final design. Additional warning signs may be justified.

One or more local street connections to Eastern Street between Pacific Avenue and I-40 may be closed with cul-de-sacs or converted to one-way pending approval from the City's Engineering and Fire Departments and depending on the outcome of public involvement.

The design should accommodate future construction of Windsor Avenue with connection to Eastern Street.

Traffic control requirements will be in accordance with City of Kingman requirements, the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and Arizona Supplement to the 2009 Edition of the MUTCD. The project is anticipated to require lane closures with flaggers for pavement reconstruction.

A Drainage Report will be prepared to document design methodology, assumptions, and results. Improvements should be designed to accommodate future construction of regional drainage basins and expansion of the railroad diversion channel as shown in the 2003 preliminary design report.

Modifications to ground elevations within FEMA designated floodplains will require a local "Floodplain Use Permit" from the Mohave County Flood Control District (MCFCD) as well as a Conditional Letter of Map Revisions (CLOMR) from FEMA.

A geotechnical field exploration and analysis will be performed to determine the most economical pavement structural section.

If street lighting is installed, it should be located on the east/south side of Eastern Street. This would minimize any impacts to the lighting due to improvements associated with any developments on the west/north sides of Eastern Street, including any future work associated with the drainage channel parallel to the railroad tracks. It should be noted that any street lights immediately adjacent to I-40, should probably be the shorter Type E style poles similar to those installed on Stockton Hill Road at the I-40 Interchange. The light poles should be the standard UES poles installed with a spacing of approximately 180 feet. LED lights equivalent to 150 W HPS should be utilized to minimize the monthly utility costs, as well as minimize any maintenance to replace lights. Coordination will be required with UES for establishing a power source for the traffic signal and the design of any roadway lighting.

Any existing traffic signal equipment not relocated to the new Eastern Street/Airway Avenue intersection shall be salvaged to the City of Kingman.

Utility conflicts are anticipated. The number and extent of conflicts depends on the selected alternative.

Coordination with BNSF will be required for proposed drainage improvements and slope modifications within BNSF right-of-way.

This project will include two public information meetings.

The estimated construction duration will be identified based on the recommended alternative and number of construction phases.

Because this project is anticipated to result in more than one acre of ground disturbance, an Arizona Pollutant Discharge Elimination System general permit and a Stormwater Pollution Prevention Plan will be required.

No location has been identified within the project limits for construction staging and materials storage for the contractor.

Existing survey monuments and section corner monuments are located within the project limits. Monuments that are disturbed during construction shall be reset to the current standards.

E. ESTIMATED COST

The estimated total project cost range is shown below:

Segment 1 Typical Section Alternatives	\$4,620,000	–	\$5,510,000
Broudy Drive Wash Alternatives	\$490,000	–	\$670,000
Segment 2 Alignment Alternatives	\$2,903,000	–	\$3,399,000
Total Project Cost	\$8,227,000	–	\$10,103,000

New right-of-way is required for some alternatives. The costs of new right-of-way will be refined through detailed appraisals and input from the City. The costs shown in this report are estimated based on the following assumptions:

- The cost per acre of undeveloped land is \$100,000 per acre, including all clearing and grubbing, landscape restoration, wall replacement, city administrative costs, and other incidentals.
- The costs for full acquisition of residential property are itemized in Table 4 below. The costs are based on offers of 150% of current Zillow.com “Zestimate” value plus 50% of current house value for relocation assistance, demolition, and administrative costs (total rounded up to nearest \$10,000).

Table 4 – Preliminary Cost Estimate for Full Acquisition of Residential Properties

Alternative	Property Address	Preliminary Estimated Acquisition Cost
Segment 1 Typical Section Alternative 1C	3090 North Alpha Street	\$240,000
	3142 North Evans Street	\$230,000
	3155 North Stewart Street	\$190,000
Segment 1 Broudy Drive Wash Alternative B2	2340 Eastern Street	\$430,000
Segment 2 All Alignment Alternatives	3345 North Central Street	\$200,000
Segment 2 Alignment Alternative 2C	3359 North Diamond Street	\$230,000
	3363 North Diamond Street	\$230,000
	Approximately 3370 North Diamond Street	\$230,000
	3389 North Diamond Street	\$200,000

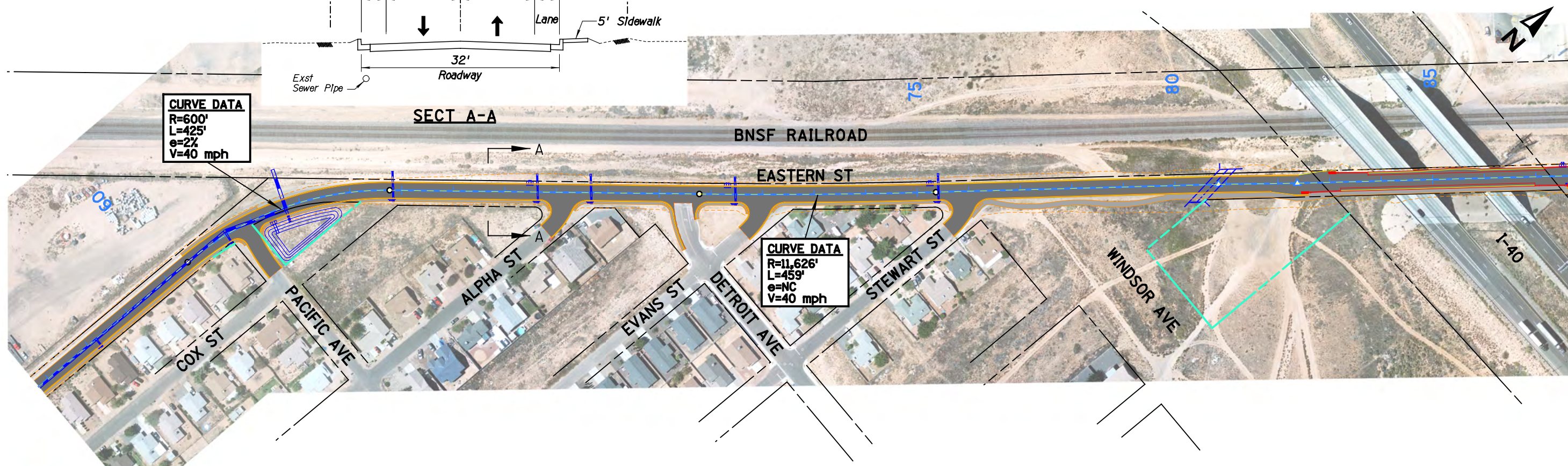
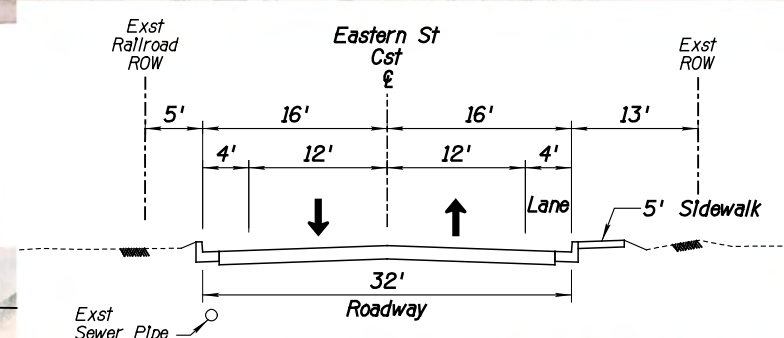
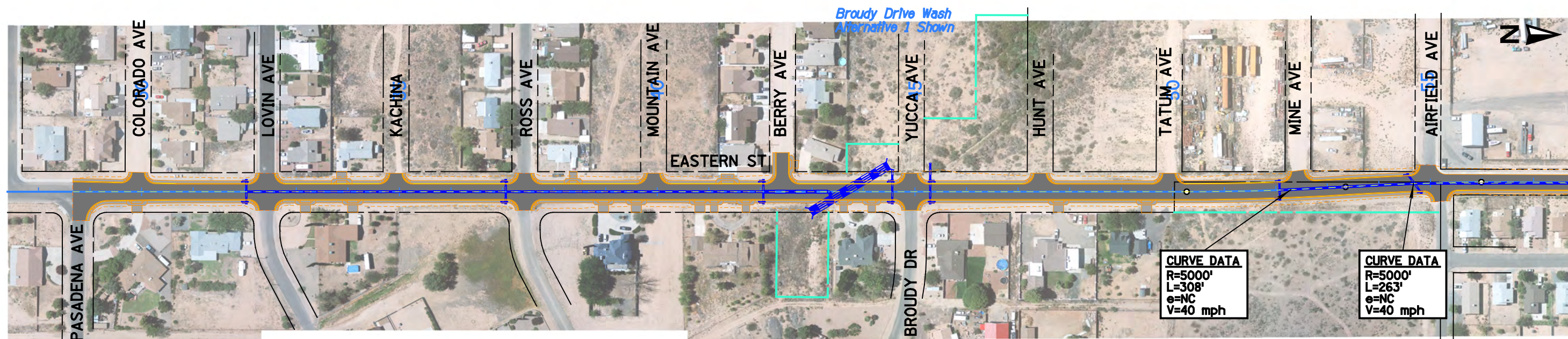
No costs for TCE have been included. Utility relocations have been estimated at 5% of the overall construction amount.

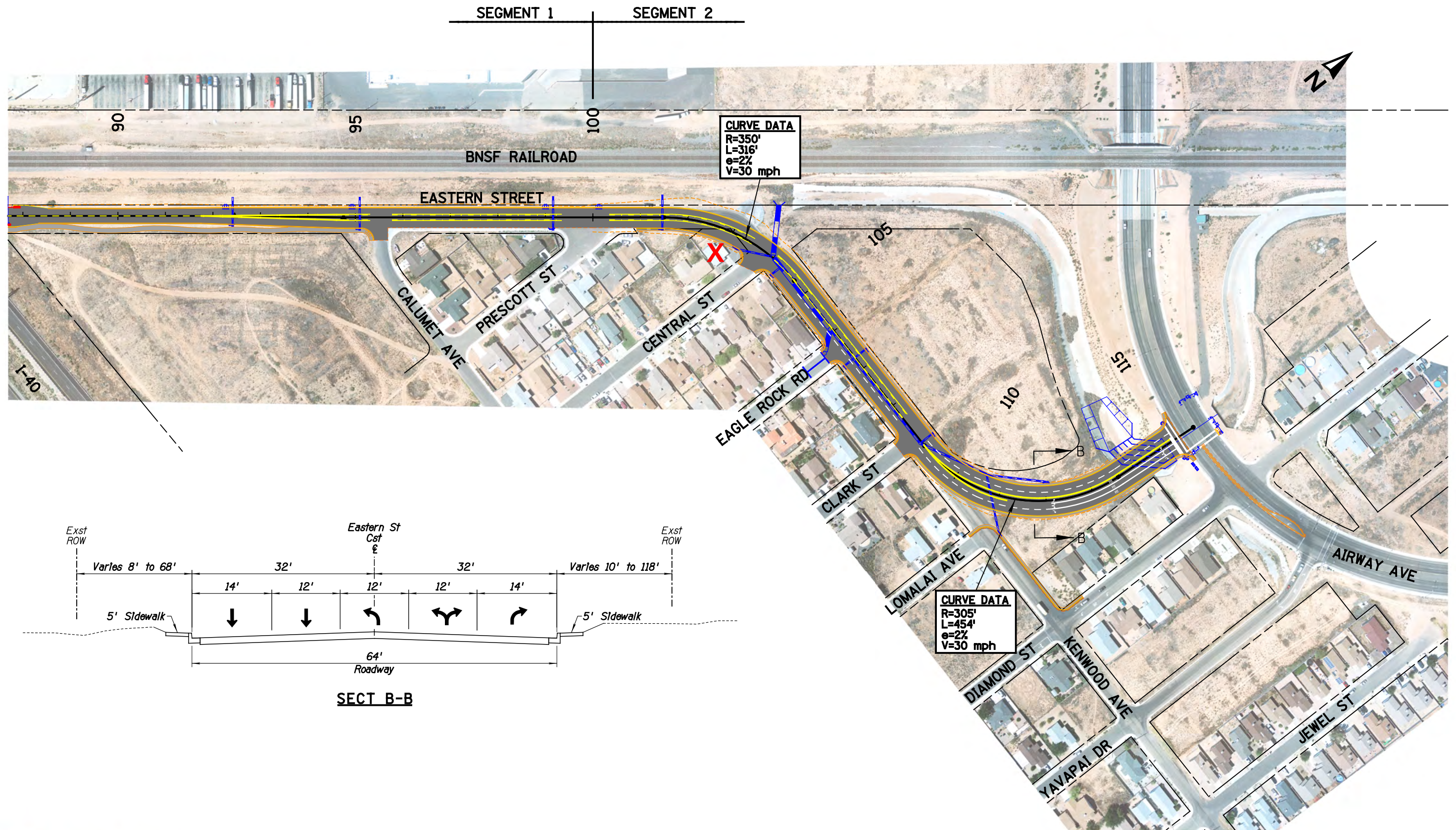
It is anticipated that the project will be constructed in multiple phases based on funding availability. The Final Project Assessment will contain a summary of potential construction phases based on total cost of the recommended alternative and the City’s desired construction amount for each phase.

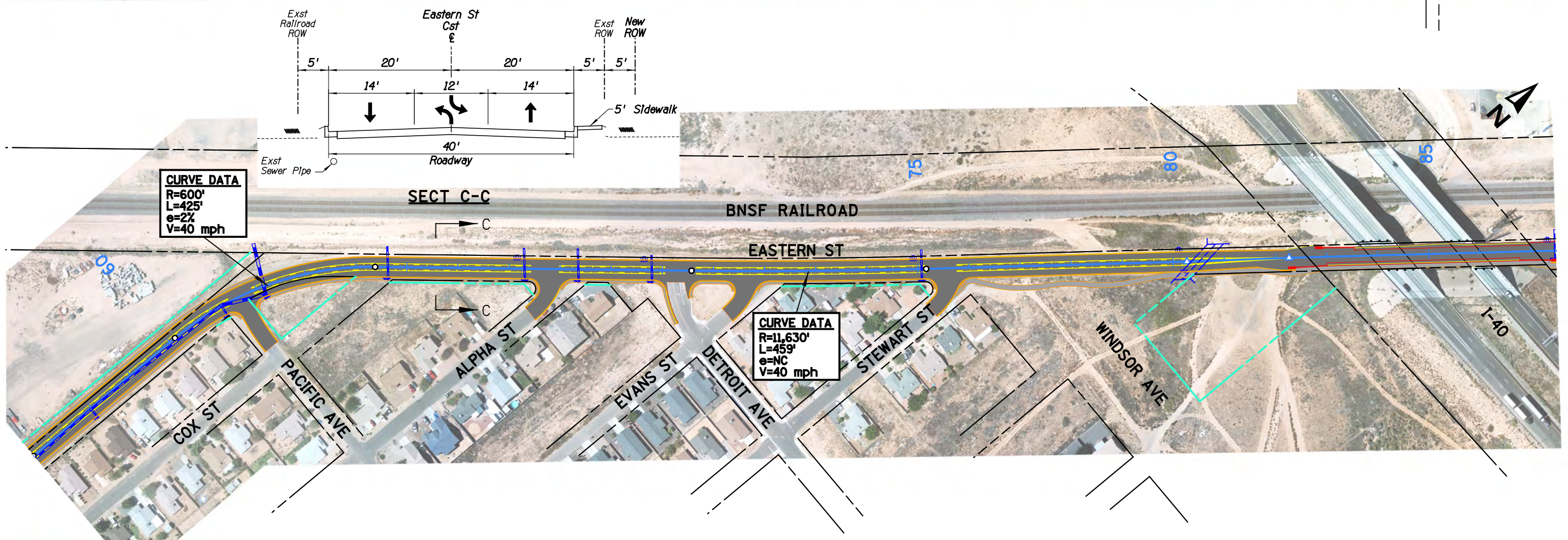
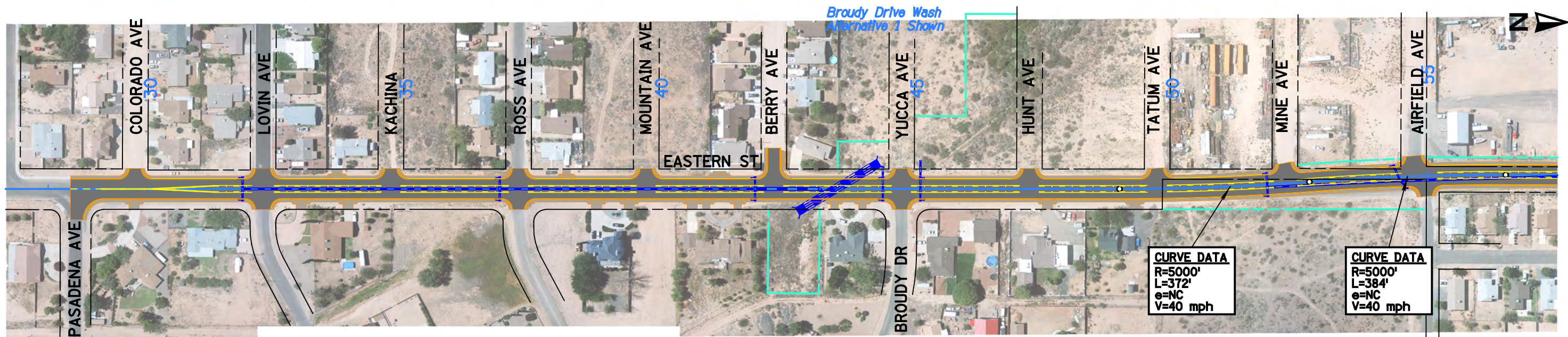
Estimated costs for other items are based on the following assumptions:

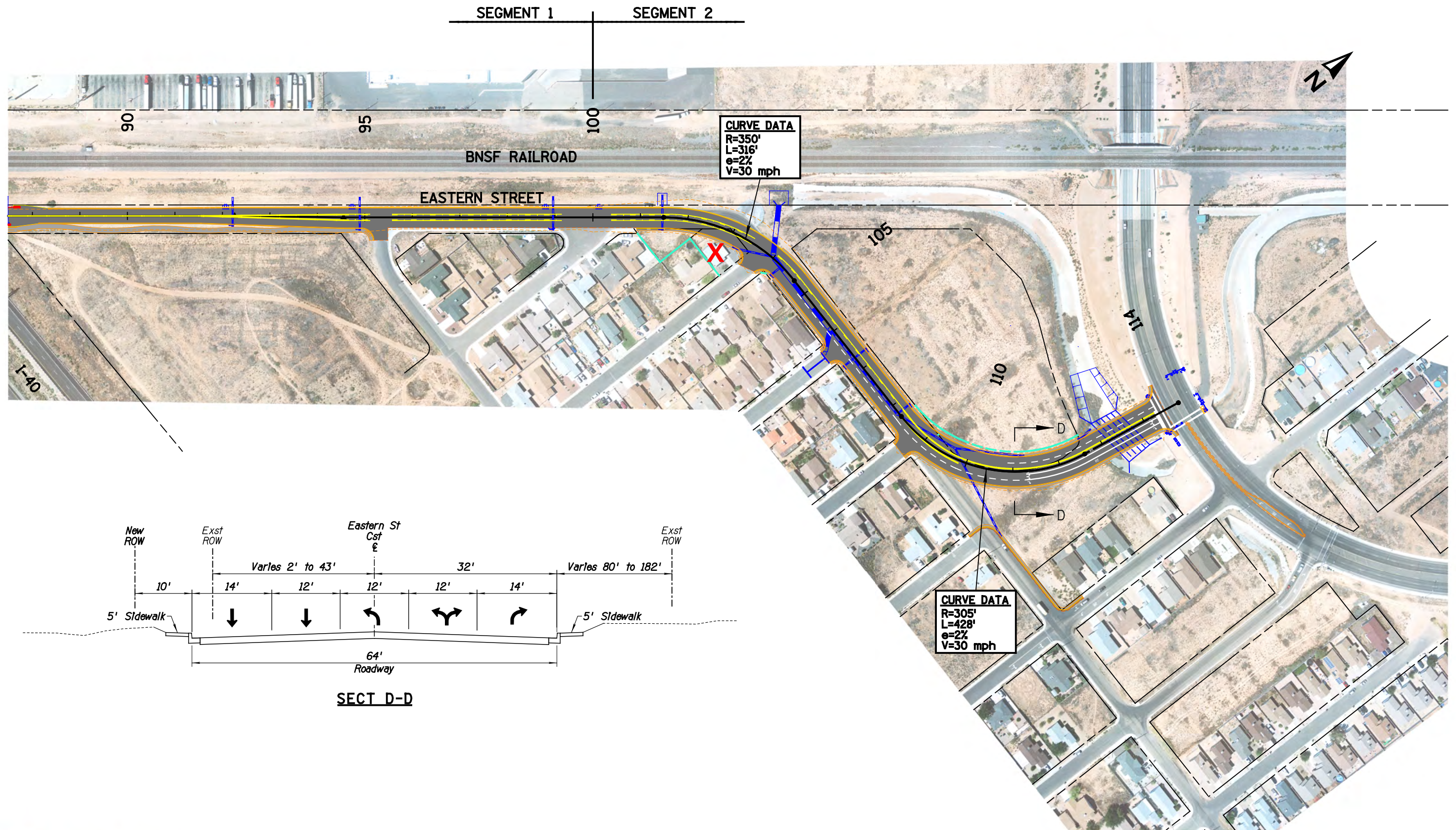
- Pavement costs are based on a structural section of 4 inches of asphalt concrete (AC) and 8 inches aggregate base (AB). The pavement section will be optimized based on the results of the geotechnical exploration and analysis.
- Miscellaneous work in the amount of 15% of the itemized construction bid items has been added to account for detailed items that will be identified during final design.
- Signing costs have been estimated at \$70,000 for Alternatives A and B \$75,000 for Alternative C.
- Lighting costs have been estimated at \$230,000 for all alternatives.

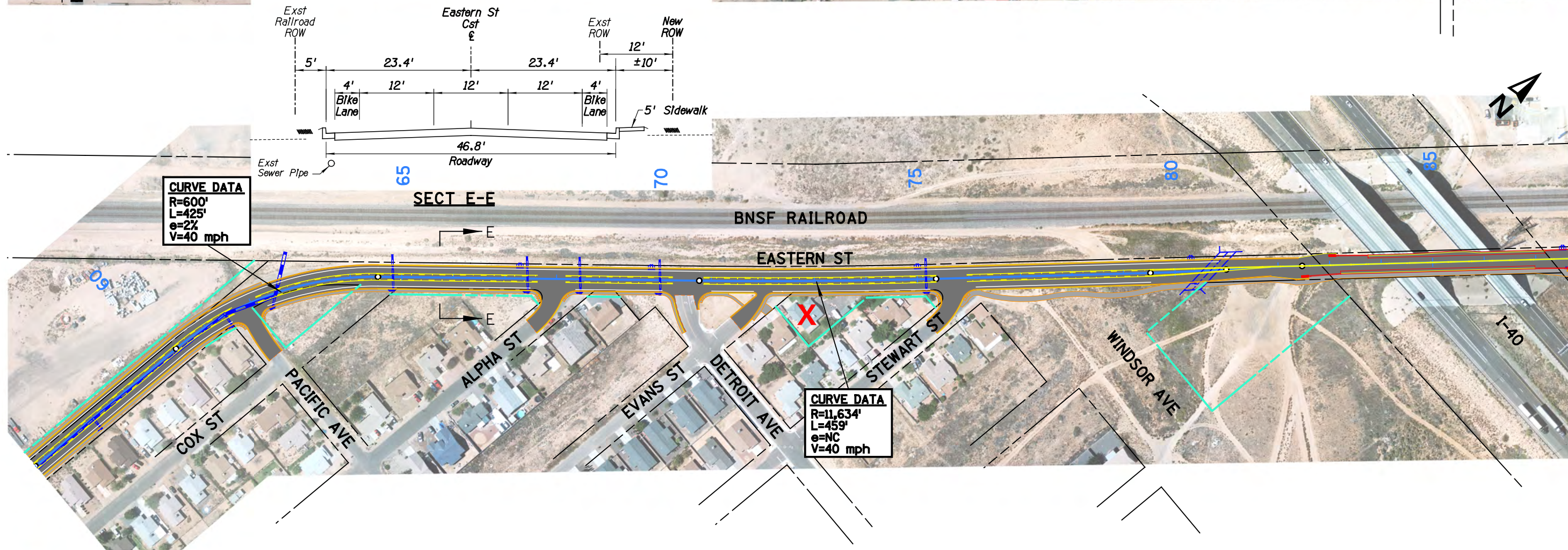
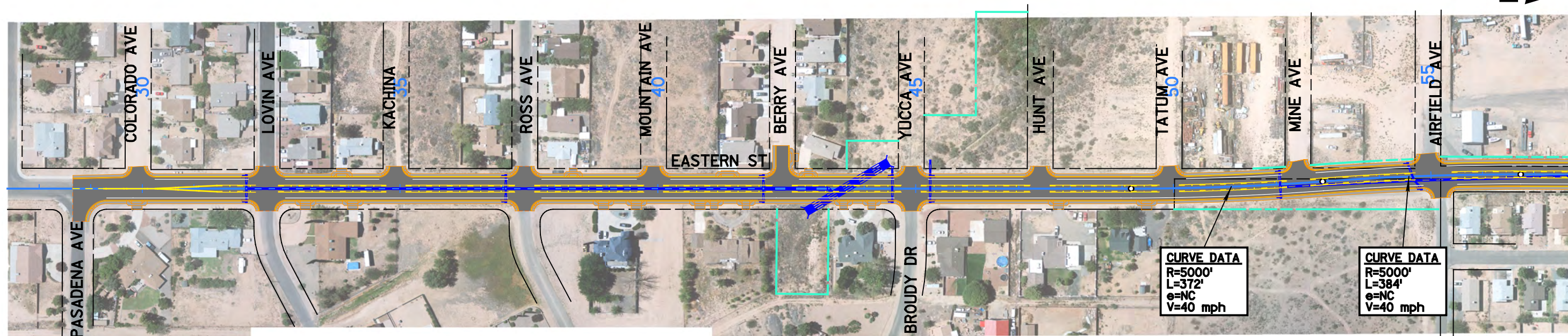
APPENDIX A
PRELIMINARY DESIGN CONCEPTS

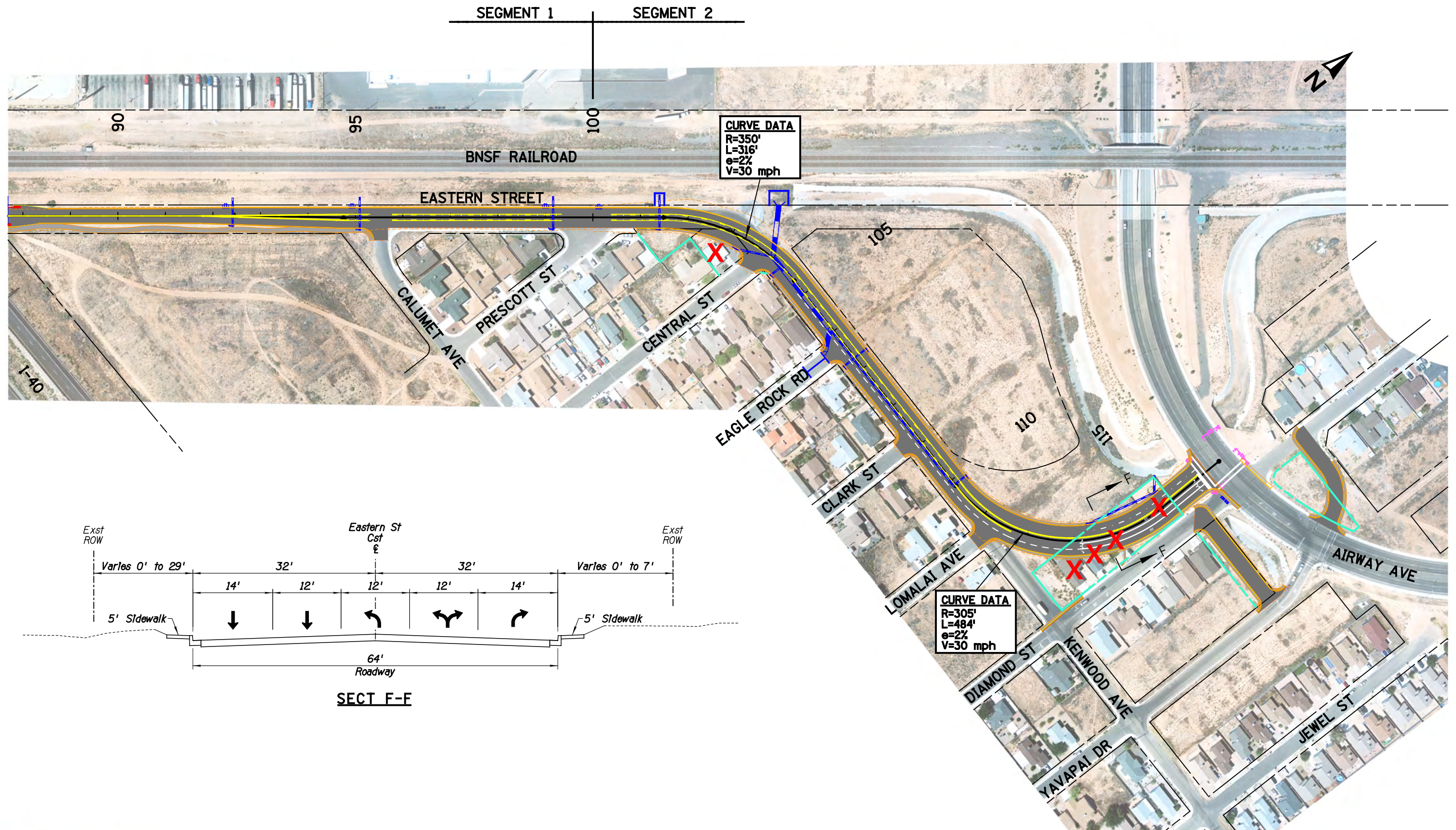




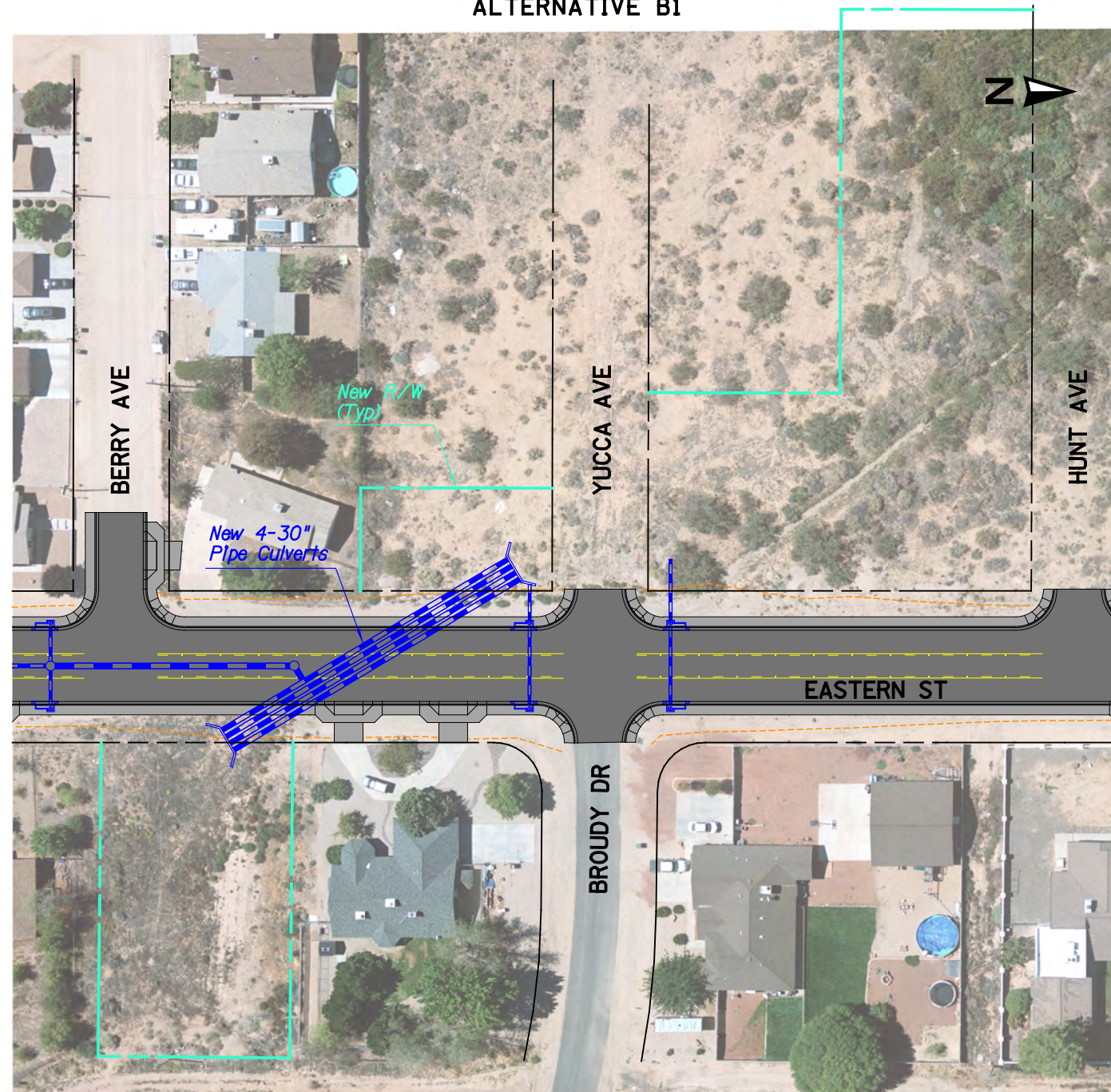








ALTERNATIVE B1



ALTERNATIVE B2

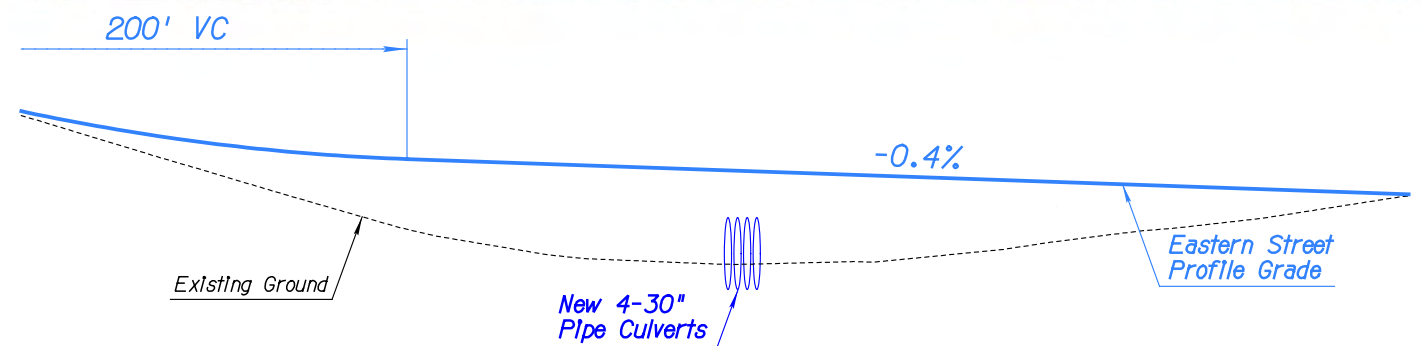
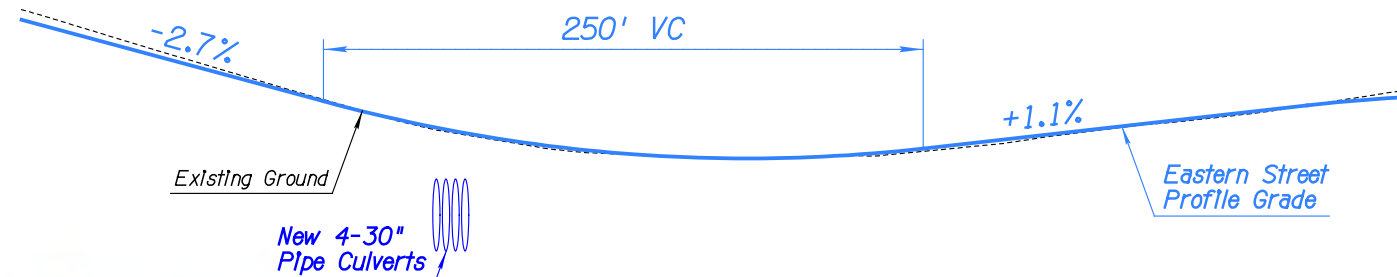
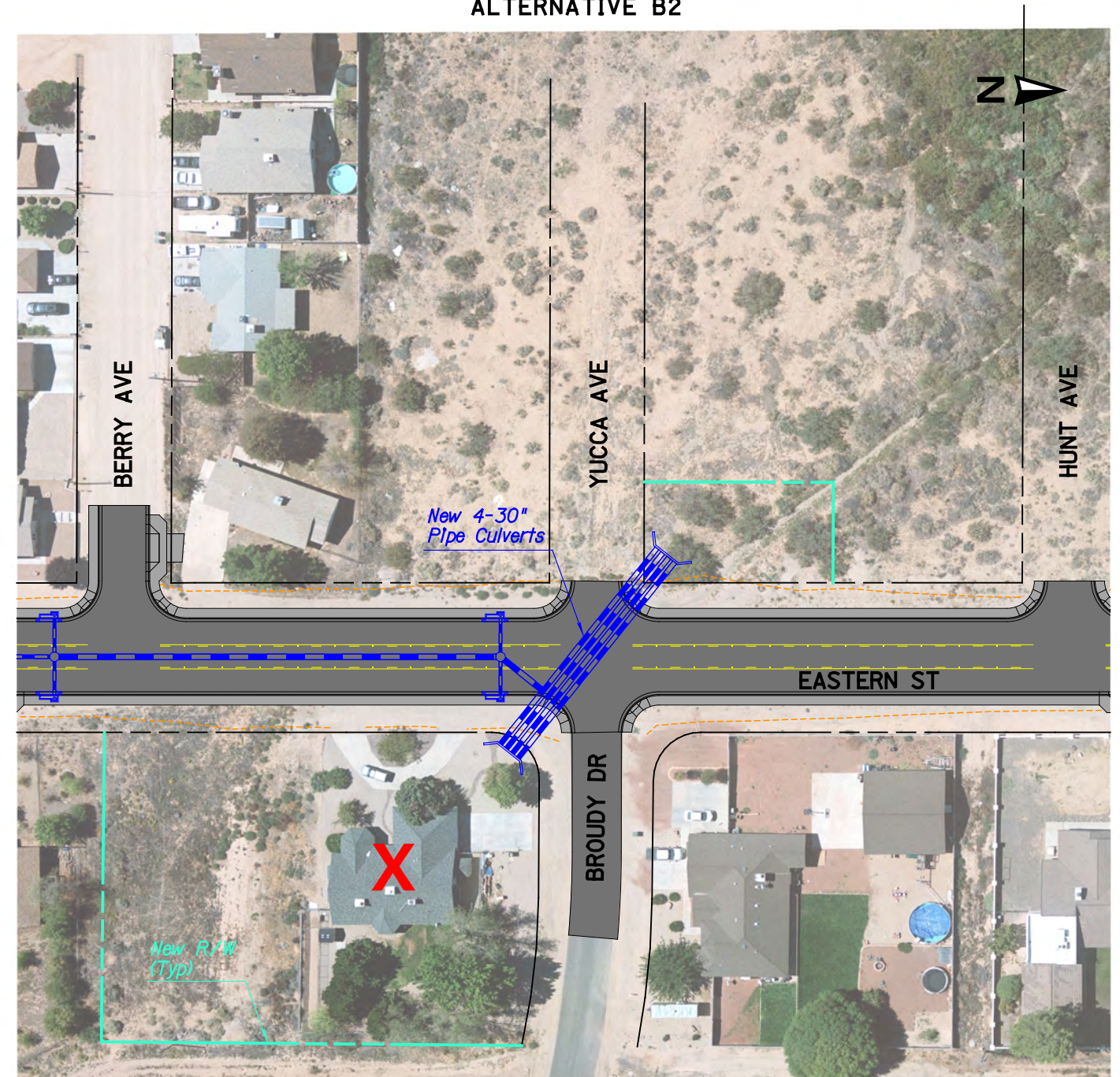
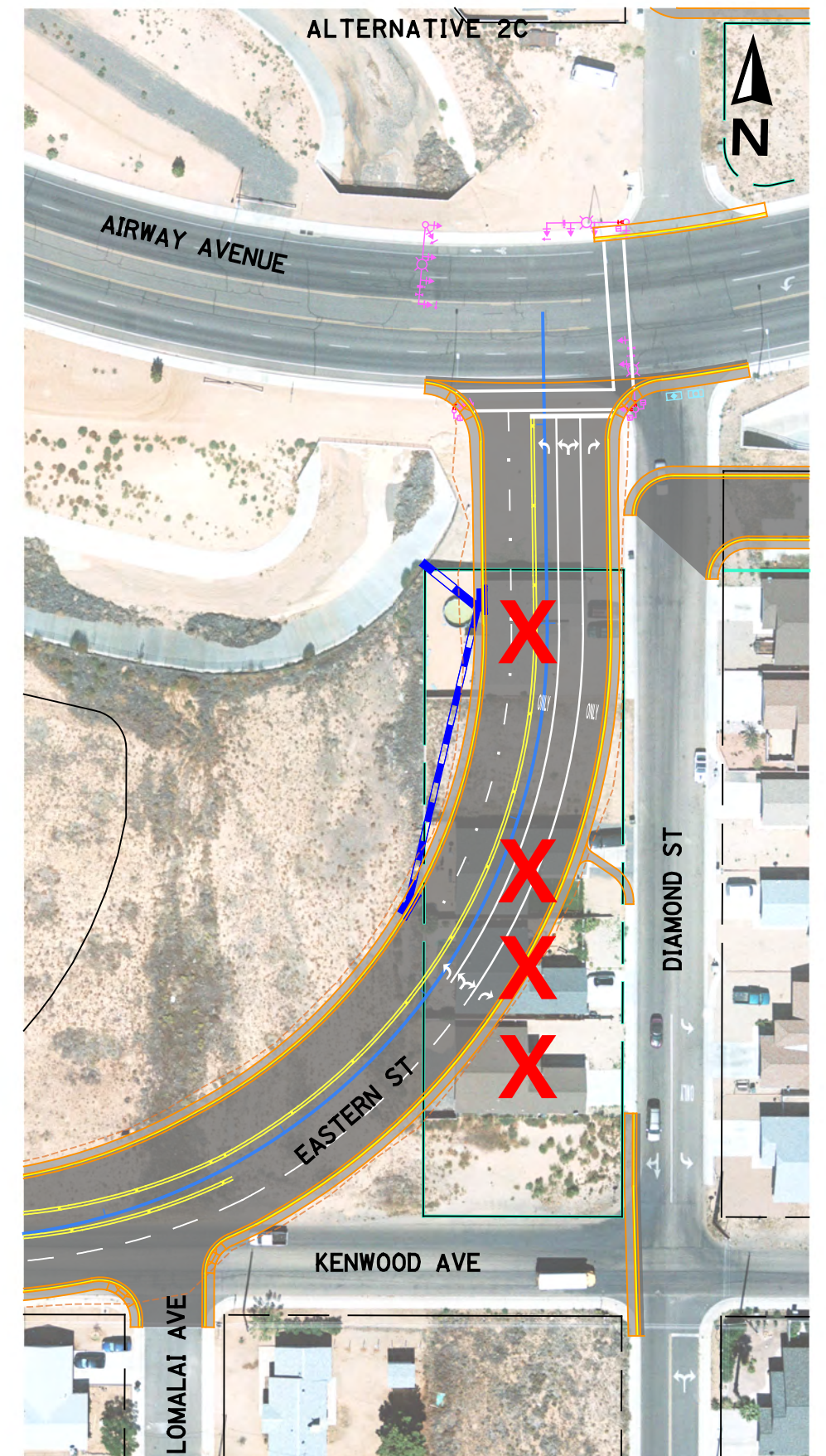
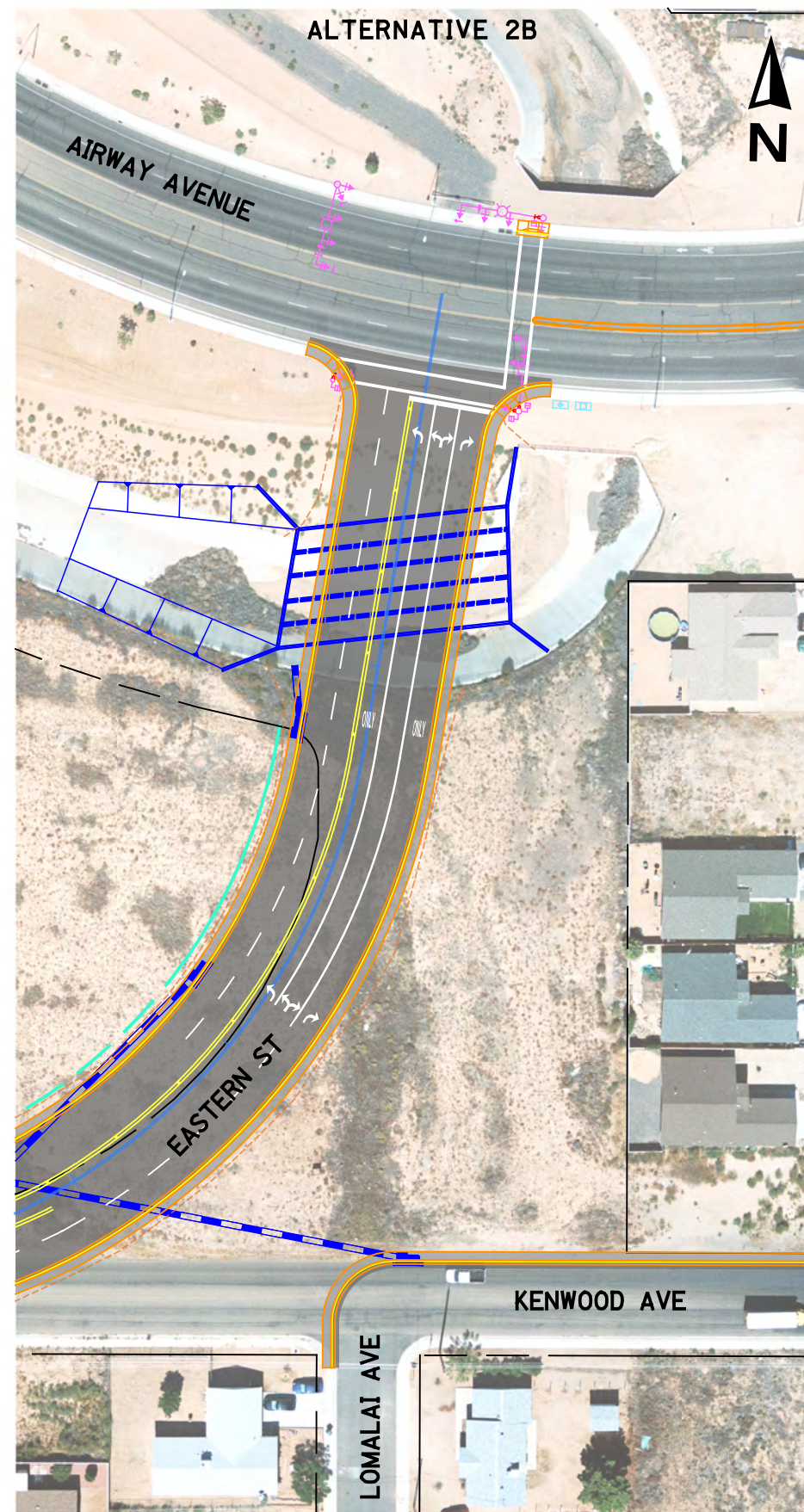
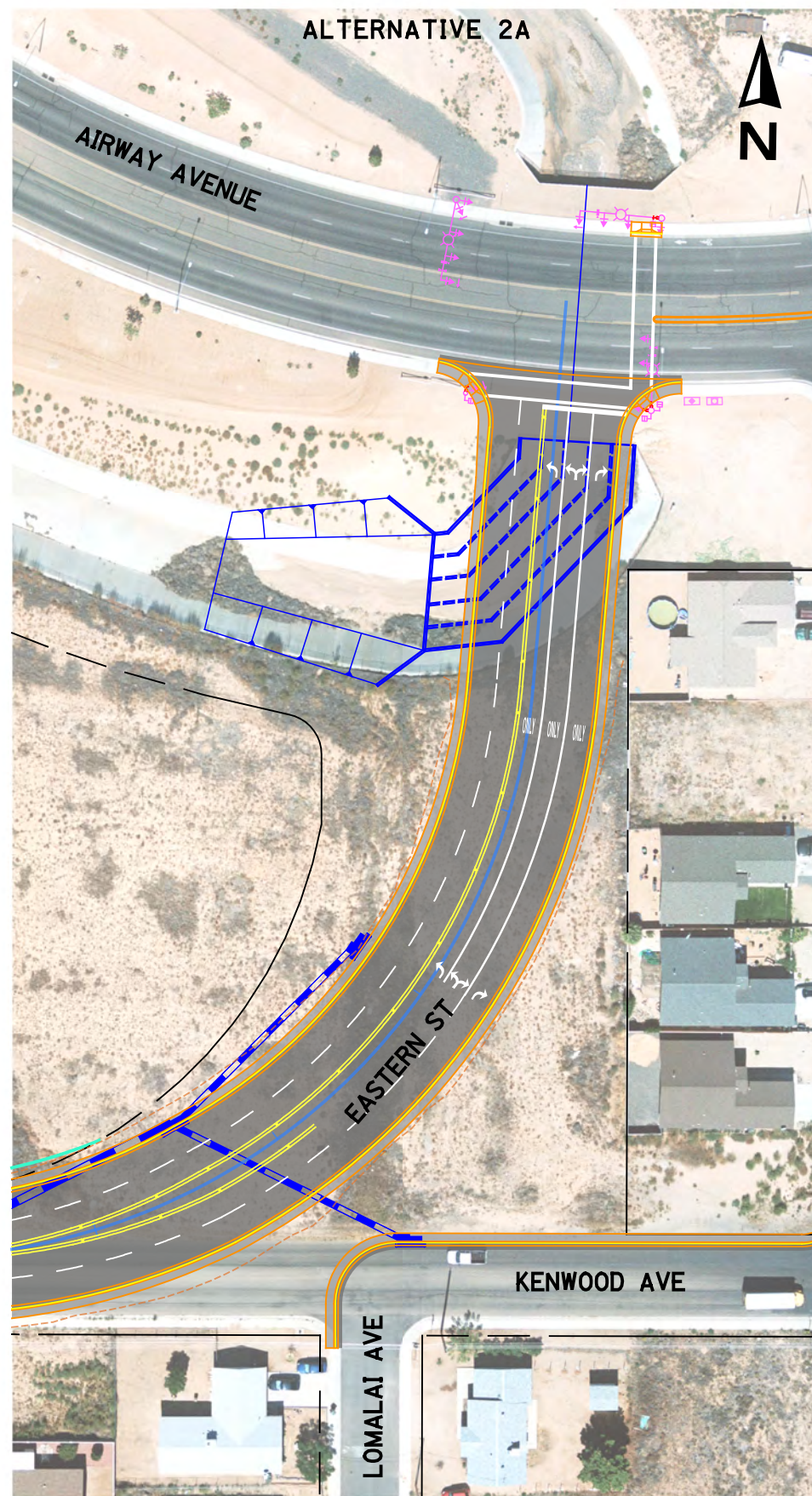
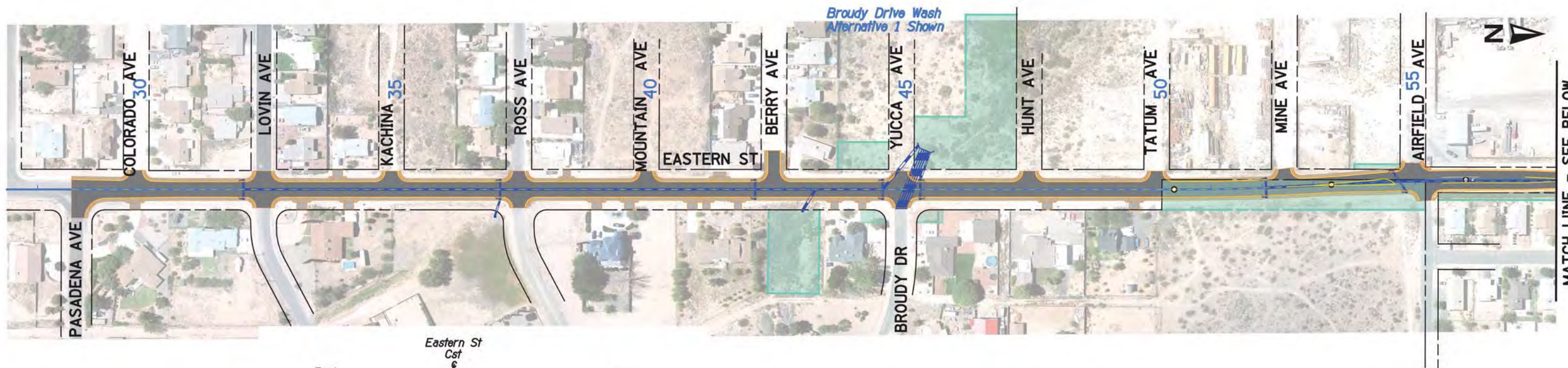
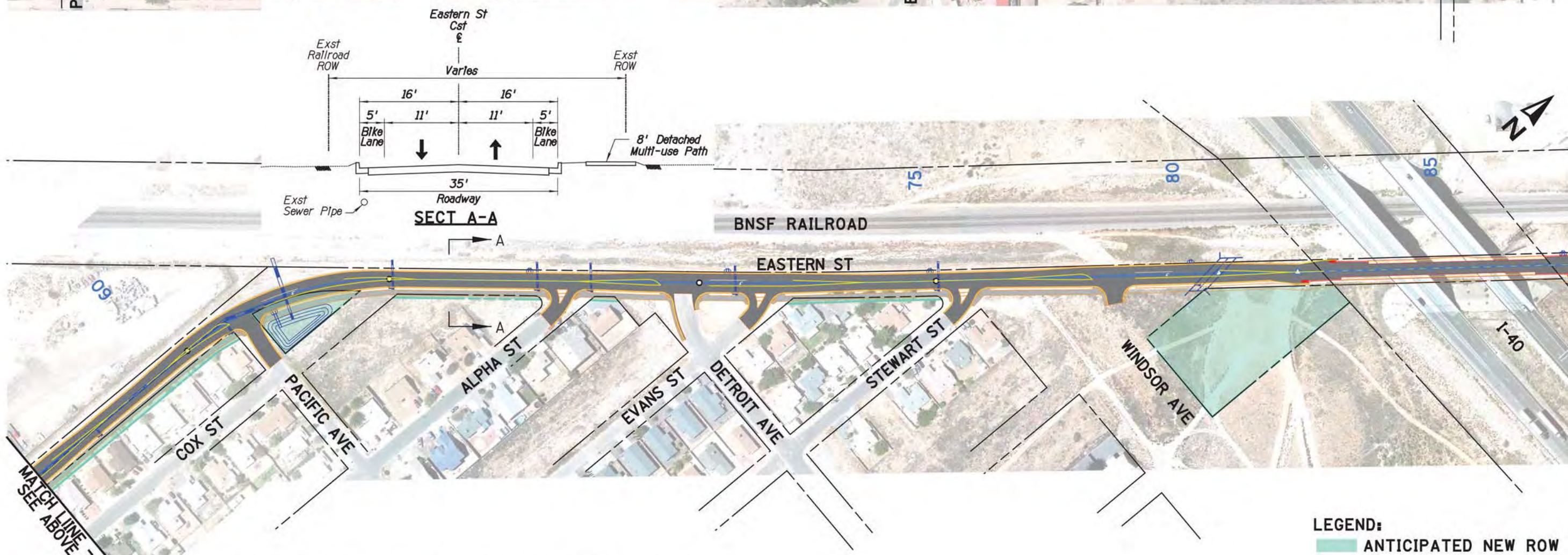


FIGURE 4
BROUDY DRIVE WASH ALTERNATIVES





MATCH LINE - SEE BELOW



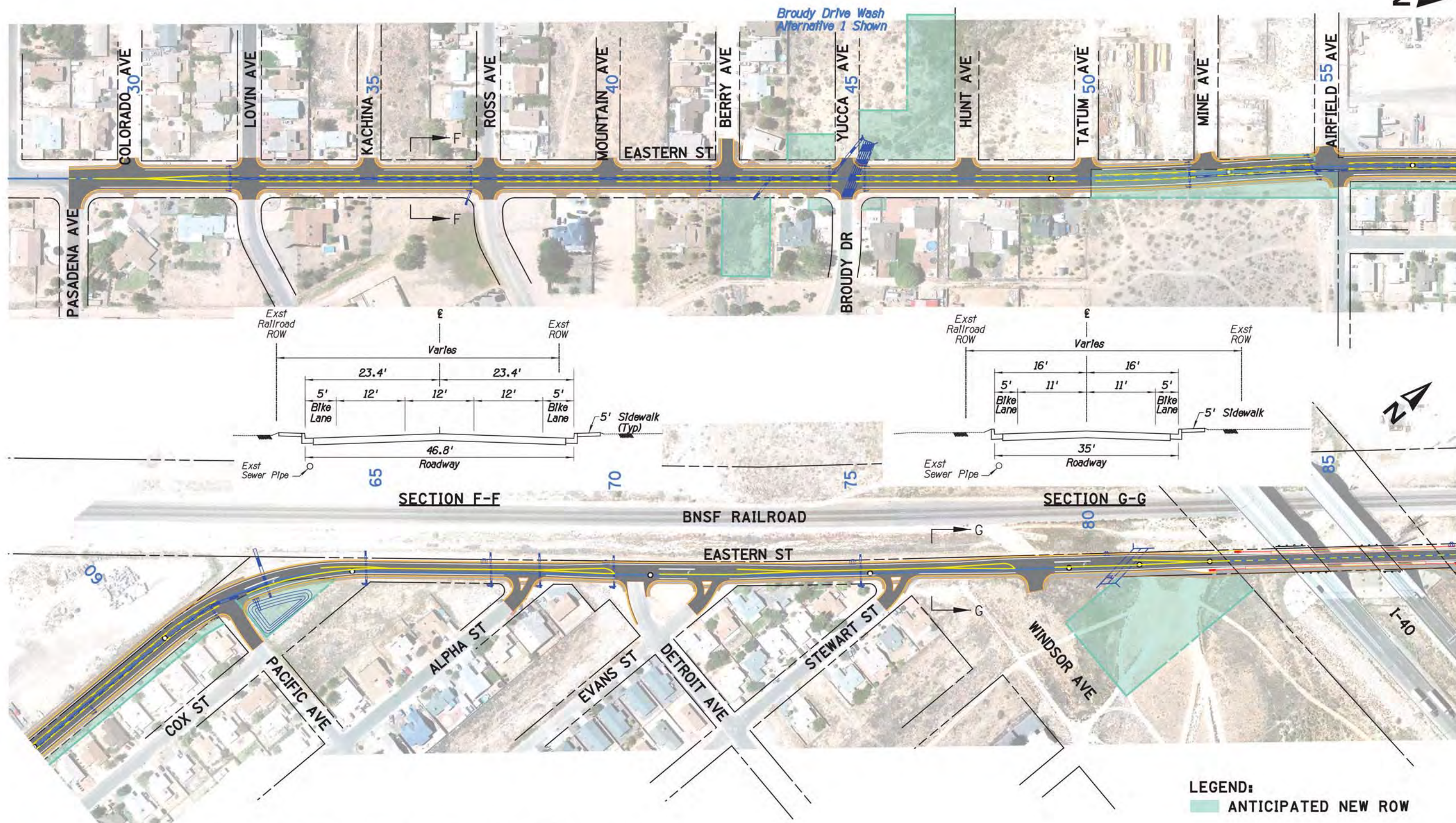
EASTERN STREET DESIGN, PASADENA AVE TO AIRWAY AVE
CITY OF KINGMAN PROJECT ENG 15-048
INITIAL PROJECT ASSESSMENT 11-16-2015

SEGMENT 1 ALTERNATIVE 1D

LEGEND:
ANTICIPATED NEW ROW

SCALE: Hor: 1"=100'
Vert: 1"=100'
40 0 80 160
SCALE IN FEET

RPA RITOCH-POWELL & Associates
602-263-1177
www.ritchpowell.com





Sheet No 1 of 1
 Job No. Eastern Street Improvements
 Title PA Opinion of Probable Cost

Subject Construction Cost Estimate for all Alternatives
 Made By Alex G Date 5/6/2016
 Checked By _____ Date _____

Item Description	Alternative 1A Local Street	Alternative 1B Collector Street	Alternative 1C Collector Street with Bike Lanes	Alternative 1D Local Street	Alternative 1E Collector Street with Bike Lanes	Alternative 2A Connect to Airway Avenue At Existing Channel	Alternative 2B Connect to Airway Avenue West of Existing Channel	Alternative 2C Connect to Airway Avenue East of Existing Channel
Estimated Right-of-Way Cost	\$944,000	\$1,058,000	\$2,014,000	\$1,027,000	\$1,034,000	\$380,000	\$442,000	\$2,044,000
Estimated Construction Cost	\$4,900,000	\$5,240,000	\$5,740,000	\$5,110,000	\$5,460,000	\$3,160,000	\$2,630,000	\$1,980,000
Estimated Alternative Cost	\$5,844,000	\$6,298,000	\$7,754,000	\$6,137,000	\$6,494,000	\$3,540,000	\$3,072,000	\$4,024,000



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Carl Cooper, City Attorney

MEETING DATE: May 17, 2016

AGENDA SUBJECT: Kingman Airport Authority Contract

SUMMARY:

Mayor Anderson and Councilman Carver requested this item for discussion. The Council is requested to go into executive session to discuss the KAA lease pursuant to ARS 38-431.03(A)(3).

FISCAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Description

REVIEWERS:

Department	Reviewer	Action	Date
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:21 PM
City Attorney	Cooper, Carl	Approved	5/9/2016 - 7:21 PM
City Manager	Dougherty, John	Approved	5/9/2016 - 8:08 PM